Original Application

Option Care Infusion Services, LLC dba Vanderbilt HC/Option Care IV Services

CN1803-012

OPTION CARE INFUSION SERVICES, LLC DBA VANDERBILT HC/OPTIONCARE IV SERVICES

CERTIFICATE OF NEED APPLICATION TO EXPAND ITS SERVICE AREAS THROUGHOUT EAST AND WEST TENNESSEE COVERING TWENTY-EIGHT ADDITIONAL COUNTIES

SUBMITTED March 9, 2018



State of Tennessee Health Services and Development Agency

Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 www.tn.gov/hsda Phone: 615-741-2364 Fax: 615-741-9884

CERTIFICATE OF NEED APPLICATION

SECTION A: APPLICANT PROFILE

1.	Name of Facility, Agency, or Institution					
	Option Care Infusion Services, LLC DBA Vanderbilt H	C/Option Care IV Service	es			
	Name					
	624 Grassmere Park Drive, Suite 22			Davidson		
	Street or Route			County		
	Nashville	TN		37211		
	City	State	-	Zip Code		
	Website address: www.optioncare.com					
Note cons	: The facility's name and address must be istent with the Publication of Intent.	the name and addr	ess of the	project and <u>must be</u>		
2.	Contact Person Available for Responses	to Questions		_ , _ = ===		
	Julie Koenig/Meggie Orama		VP of Oper	ations/Nurse Manager		
	Name			Title		
	Option Care Infusion Services, LLC DBA Vanderbilt HC/0	Option Care IV Services	juliekoeniį	g@optioncare.com		
	Company Name		Emai	il address		
	624 Grassmere Park Drive, Suite 22	Nashville	TN	37211		
	Street or Route	City	State	Zip Code		
	VP of Operations	877-726-0776		615-250-9813		
	Association with Owner	Phone Number	-	Fax Number		

NOTE: Section A is intended to give the applicant an opportunity to describe the project. Section B addresses how the project relates to the criteria for a Certificate of Need by addressing: Need, Economic Feasibility, Contribution to the Orderly Development of Health Care, and Quality Measures.

Please answer all questions on 8½" X 11" white paper, clearly typed and spaced, single or double-sided, in order and sequentially numbered. In answering, please type the question and the response. All questions must be answered. If an item does not apply, please indicate "N/A" (not applicable). Attach appropriate documentation as an Appendix at the end of the application and reference the applicable Item Number on the attachment, i.e., Attachment A.1, A.2, etc. The last page of the application should be a completed signed and notarized affidavit.

3. SECTION A: EXECUTIVE SUMMARY

A. Overview

Please provide an overview not to exceed three pages in total explaining each numbered point.

 Description – Address the establishment of a health care institution, initiation of health services, bed complement changes, and/or how this project relates to any other outstanding but unimplemented certificates of need held by the applicant

Response:

Option Care is a healthcare services company that at its core delivers high quality, cost effective infusion services through trusted partnerships across the healthcare system, resulting in outcomes that make a positive difference in people's lives. We currently service 33 counties in our great state of Tennessee. This request is to add 28 more counties to our current CON to provide our service and treat more people with specialty home infusion therapy.

Option Care has been selected as the only national home infusion provider to participate in a limited network for a new amyotrophic lateral sclerosis (ALS) drug - RADICAVATM (edaravone).

RADICAVA is the first treatment for ALS approved by the Food and Drug Administration in more than 20 years. The therapy, which has been shown to slow the decline of physical function in ALS patients by up to 33%.

2) Ownership structure

Response:

The applicant, Option Care Infusion Services, is a limited liability corporation equally owned by Vanderbilt Health Services and Option Care Enterprises.

3) Service area

Response:

We currently service 33 counties: Bedford, Cannon, Cheatham, Coffee, Davidson, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, Wayne, White, Williamson, and Wilson.

We are requesting to add an additional 28 counties to our CON: Lauderdale, Tipton, Haywood, Shelby, Fayette, Hardeman, McNairy, Hardin, Marion, Sequatchie, Van Buren, Bledsoe, Cumberland, Morgan, Anderson, Roane, Rhea, Meigs, Hamilton, Bradley, Polk, McMinn, Monroe, Loudon, Blount, Sevier, Knox, and Jefferson

4) Existing similar service providers

Response:

The expansion of our service area will allow for increased growth in specialty home infusion services. Per the Joint Annual Report from year 2016-2017 there are 161 home health agencies reported; however, only 5 agencies reported the provision of home infusion services.

5) Project cost

Response:

There will be no cost incurred to expand our service area by 28 counties other than the filing fee to obtain the Certificate of Need in the amount of \$15,000.00.

6) Funding

Response:

The funding for the Certificate of Need is from Option Care Infusion Services, LLC cash reserves.

Financial Feasibility including when the proposal will realize a positive financial margin

Response:

Option Care expects to generate positive cash flows from operations. These positive cash flows are expected to exceed the project investment within the first year.

8) Staffing

Response:

Option Care Infusion Services, LLC has 61 employees as follows:

- 11 Nursing Management and RN's
- 9 Intake and Customer Service Personnel
- 6 Administrative Staff and Management
- 21 Pharmacists, Technicians and Patient Service Representatives
- 4 Warehouse Distribution and Delivery Personnel
- 8 Clinical Liaisons and Dieticians
- 2 Account Managers

B. Rationale for Approval

A certificate of need can only be granted when a project is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of adequate and effective health care in the service area. This section should provide rationale for each criterion using the data and information points provided in Section B. of this application. Please summarize in one page or less each of the criteria:

1) Need

Response:

This expansion of our service area will allow for increased growth in specialty infusion services. We currently service 33 counties in Tennessee. This request is to obtain approval for 28 more counties to our current CON- thus providing the ability to service those with specialty home infusion therapy needs. Recent market analysis projects that home infusion will grow by 9% annually through 2023, which will result in an additional need for specialty infusion nursing services.

Option Care has been selected as the only national home infusion provider to participate in a limited network for a new amyotrophic lateral sclerosis (ALS) drug - RADICAVATM (edaravone).

Our specialized, clinical knowledge and rigorous care management support – across multiple therapy areas and patient populations – are the backbone of our expertise as the nation's home infusion therapy leader for neuromuscular disorders. This expertise is why we are the partner of choice for innovators bringing to market breakthrough therapies like RADICAVA.

We are expanding our ability to partner with health plans, health systems and pharmaceutical manufacturers to provide innovative clinical services that improve people's lives.

2) Economic Feasibility

Response:

This project is expected to have a total calculated cost of \$15,000.00. This project is fully funded with available cash reserves.

Appropriate Quality Standards

Response:

To assess for improvement opportunities we regularly perform chart audits, review safety/risk event reports, analyze patient satisfaction data and strive to focus on continuous quality improvement. Our Quality Improvement Plan (QIP) is a plan that defines, measures, analyzes and provides communication strategies for improvement opportunities. IPSOS is a company that surveys Option Care patients with questions every quarter regarding their experience. Care Management Center (CMC) leaders are notified of negative comments, complaints or major areas of concern. The leadership team has a protocol to address these notifications.

4) Orderly Development to adequate and effective health care.

Response:

Option Care's 33 present counties have been serviced for the last 7 years. We will continue to service the current counties. Option Care Infusion Services, LLC is the *only* authorized specialty home infusion partner with MT Pharma to deliver and administer the first drug approved by the FDA in nearly 20 years- RADICAVA. This project will allow Option Care to provide specialty infusion therapy to highly populated counties, as well as counties throughout Tennessee located in rural and economically challenged areas. Patients will have much more convenient and affordable access to service. This will eliminate the need to travel long distances for services that can presently only be provided in an outpatient setting-we will provide services in the home environment. ALS patient require daily infusions x 14 days with the initial treatment of Radicava. Provision of care for the patient in their own home will provide familiarity and comfort. In addition, this will provide a lower cost and lessen the financial burden on the health care system as well as the patient.

C. Consent Calendar Justification N/A

If Consent Calendar is requested, please provide the rationale for an expedited review.

A request for Consent Calendar must be in the form of a written communication to the Agency's Executive Director at the time the application is filed. N/A

4. SECTION A: PROJECT DETAILS

	Owner of the Facility, Agency or Institution	<u>n</u>	
Α.	Option Care Infusion Services, LLC	312-940-2500	
	Name	Phone Number	
	3000 Lakeside Drive, Suite 300N	Lake	
	Street or Route	County	
	Bannockburn	Illinois 60015	
	City	State Zip Code	
_			
В.	Type of Ownership of Control (Check One)	*)	
	A. Sole Proprietorship	F. Government (State of TN or	
	B. Partnership	Political Subdivision)	
		G. Joint Venture	
	C. Limited Partnership	.	
	D. Corporation (For Profit)	H. Limited Liability CompanyX	
	E. Corporation (Not-for-	I. Other (Specify)	
	Profit)		
Atta	ch a copy of the partnership agreement, or	r corporate charter and certificate of corporate	د
	tence. Please provide documentation of the	active status of the entity from the Tennessee)
	retary of State's web-site at https://tnbear.tn.go		
Sec	tion A-4A.		
Dos	eribe the existing or proposed ownership structur	ro of the applicant including an aumorphia atrustura	
orga	<u>cribe</u> the existing of proposed ownership struction in proposed ownership struct	re of the applicant, including an ownership structure ture and the manner in which all entities of the	,
		cable, identify the members of the ownership entity	
and	each member's percentage of ownership, for tho	ose members with 5% ownership (direct or indirect))
inter		,	
5 .	Name of Management/Operating Entity (If A	Applicable)	
	Option Care Infusion Services, LLC DBA Vanderbilt HC/O Name	Option Care IV Services	
	3000 Lakeside Dr., Suite 300N	Lake	
	Street or Route	County	
	Bannockburn	IL 60015	
	City	State Zip Code	
	Website address: www.optioncare.com	•	
		current management agreement, attach a copy of	
		es the anticipated scope of management services	
meth	andology and schedule. For facilities with existing	ent, and the anticipated management fee payment ing management agreements, attach a copy of the	
	executed final contract. NA	ng management agreements, attach a copy of the	

6A. <u>Leq</u>	al Interest in the Site of the Institution (Check One)	
A. B. C.	Option to Purchase E. Other (Specify)	
own the k parent co the fully e attach a n or other a price. L and actu of the Ag 6B. Attac to ar	ppropriate line above: For applicants or applicant's parent company/owner that currently building/land for the project location, attach a copy of the title/deed. For applicants or applicant's ompany/owner that currently lease the building/land for the project location, attach a copy of executed lease agreement. For projects where the location of the project has not been secured fully executed document including Option to Purchase Agreement, Option to Lease Agreement appropriate documentation. Option to Purchase Agreement must include anticipated purchase ease/Option to Lease Agreements must include the actual/anticipated term of the agreement all/anticipated lease expense. The legal interests described herein must be valid on the date gency's consideration of the certificate of need application. The acopy of the site's plot plan, floor plan, and if applicable, public transportation routed from the site on an 8 1/2" x 11" sheet of white paper, single or double-sided. DO NOT that the project line drawings should be submitted and need not be drawn to be drawn	s of II, e t, e t
1)	Plot Plan must include: a. Size of site (in acres); b. Location of structure on the site; c. Location of the proposed construction/renovation; and d. Names of streets, roads or highway that cross or border the site.	
2)	Attach a floor plan drawing for the facility which includes legible labeling of patient care rooms (noting private or semi-private), ancillary areas, equipment areas, etc. On an 8 1 by 11 sheet of paper or as many as necessary to illustrate the floor plan.	

- 3) Describe the relationship of the site to public transportation routes, if any, and to any highway or major road developments in the area. Describe the accessibility of the proposed site to patients/clients. NA

Attachment Section A-6A, 6B-1 a-d, 6B-2

7 .	Type A.	e of Institution (Check as appro Hospital (Specify)	priatemo	re tha	an one response may apply) Nursing Home	
	B. C. D. E. F. G.	Ambulatory Surgical Treatment Center (ASTC), Multi-Specialty ASTC, Single Specialty Home Health Agency Hospice Mental Health Hospital Intellectual Disability Institutional Habilitation Facility	<u>X</u>	I. J. K. L.	Outpatient Diagnostic Center Rehabilitation Facility Residential Hospice Nonresidential Substitution- Based Treatment Center for Opiate Addiction Other (Specify) specialty infusion services	
		ICF/IID				
Che	ck ap	propriate lines(s).				
8.	Purp	oose of Review (Check appropri	iate lines(s	s) – m	ore than one response may app	oly)
	A. B. C. D. E.	New Institution Modifying an ASTC with limitation still required per CON Addition of MRI Unit Pediatric MRI Initiation of Health Care Service as defined in T.C.A. §68-11-1607(4) (Specify)	<u> </u>	F. G. H. I.	Change in Bed Complement [Please note the type of change by underlining the appropriate response: Increase, Decrease, Designation, Distribution, Conversion, Relocation] Satellite Emergency Dept. Change of Location Other (Specify) Obtain CON to expand service area for specialty home infusion services	
9.	Med	icaid/TennCare, Medicare Partic	cipation			
	MC	O Contracts [Check all that apply]				
		AmeriGroup <u>X</u> United Healthca	re Commur	nity Pl	anBlueCareTennCare Se	lect
	Med					
		new facility, will certification be s				
	ivied	icare <u>Yes No X</u> N/A Me	aicaid/ien	incar	e resNo <u>X</u> N/	

10.	0	Complement Data N/A							
A.	Р	lease indicate current and pr	oposed distri	bution a	nd certific	ation of facility	beds.		
			Cur Lice	rent nsed	Beds Staffed	Beds Proposed	*Beds Approved	**Beds Exempted	TOTAL Beds at Completion
	1)	Medical				-	-		-
	1)	Surgical	14			-	-		
	2)	ICU/CCU							
	3)								
	4)	Obstetrical							
	5)	NICU	1						
	6)	Pediatric							
	7)	Adult Psychiatric	7			-			
	8)	Geriatric Psychiatric							
	9)	Child/Adolescent Psychiatric							-
	10)	Rehabilitation							
	11)	Adult Chemical Dependency							
	12)	Child/Adolescent Chemical Dependency				-			
	13)	Long-Term Care Hospital	-						
	14)	Swing Beds							
	15)	Nursing Home – SNF (Medicare only)	<u>, </u>			-	•	-	-
	16)	Nursing Home – NF (Medicaid only)	,						
	17)	Nursing Home – SNF/NF (dua certified Medicare/Medicaid)	ally				-	18	
	18)	Nursing Home – Licensed (non-certified)							
	19)	ICF/IID							
	20)	Residential Hospice						-	
	TO	TAL				-			
						-	-	n.	-
	*Be	ds approved but not yet in serv	vice **Bed	ls exempt	ed under 1	0% per 3 year p	rovision		
В.		escribe the reasons for change xisting services. N/A	e in bed alloca	tions and	describe tl	ne impact the be	ed change will h	nave on the ap	plicant facilities
C.	P	lease identify all the appli omponent. If applicable, con	cant's outsta oplete chart b	nding C elow.	Certificate	of Need proje	ects that hav	e a licensec	l bed change
		COM	N Expiration	Total	Licensed I	Beds			
		CON Number(s)	Date		Approved	======			
	_								
	-								
	=								
									
	3			-					

11. Home Health Care Organizations – Home Health Agency, Hospice Agency (excluding Residential Hospice), identify the following by checking all that apply:

444444	Existing Licensed	Parent Office	Proposed Licensed	存在をなるかか	Existing Licensed	Parent Office	Proposed Licensed
"医医医监狱证	County	County	County	Instrumentation	County	County	County
Anderson			⊠ ⊠	Lauderdale			County
Bedford				Lawrence	×		
Benton	×			Lewis	X		-
Bledsoe				Lincoln	X		-
Blount			X	Loudon			×
Bradley			X	McMinn			X X
Campbell				McNairy			
Campbell	X			Macon			X
				Madison	X		
Carroll							
Carter				Marion			X
Cheatham	X			Marshall	X		
Chester				Maury	X		
Claiborne				Meigs			×
Clay				Monroe			X
Cocke				Montgomery	X		
Coffee	×			Moore	X		
Crockett				Morgan			×
Cumberland			X	Obion			
Davidson	X	X		Overton			
Decatur				Perry	X		
DeKalb	×			Pickett			
Dickson	X			Polk			X
Dyer				Putnam	X		
Fayette			X	Rhea			×
Fentress				Roane			X
Franklin	×			Robertson	X		
Gibson				Rutherford	X		
Giles	X			Scott			
Grainger				Sequatchie			X
Greene				Sevier			X
Grundy	×			Shelby			X
Hamblen				Smith	<u> </u>		
Hamilton			×	Stewart	-		
Hancock				Sullivan			
Hardeman				Sumner	×	<u> </u>	
Hardin		<u> </u>		Tipton			X
Hawkins				Trousdale	×		
Haywood			×	Unicoi			
Henderson				Union			
Henry				Van Buren			X
Hickman	X			Warren	X		
Houston	X			Washington			
Humphreys	X			Wayne			
Jackson				Weakley			
Jefferson				White			
			X D		X		
Johnson				Williamson	X		
Knox			X	Wilson	×		
Lake							XV. N. D.

12. Square Footage and Cost Per Square Footage Chart N/A

			Prop	Proposed	Proposed Final Square Footage			
Unit/Department	Existing Location	Existing SF	Temporary Location	Final Location	Renovated	New	Total	
A)								
Unit/Department GSF Sub-Total	_							
Other GSF Total								
Total GSF								
*Total Cost								
**Cost Per Square Foot								
					☐ Below 1 st Quartile	□ Below 1 st Quartile	□ Below 1 st Quartile	
	per Square Fo	□ Between 1 st and 2 nd Quartile	☐ Between 1 st and 2 nd Quartile	☐ Between 1 st and 2 nd Quartile				
(For quartile ra	□ Between 2 nd and 3 rd Quartile	□ Between 2 nd and 3 rd Quartile	☐ Between 2 nd and 3 rd Quartile					
					□ Above 3 rd Quartile	□ Above 3 rd Quartile	□ Above 3 rd Quartile	

^{*} The Total Construction Cost should equal the Construction Cost reported on line A5 of the Project Cost Chart.

^{**} Cost per Square Foot is the construction cost divided by the square feet. Please do not include contingency costs.

13. MRI, PET, and/or Linear Accelerator N/A

- 1. Describe the acquisition of any Magnetic Resonance Imaging (MRI) scanner that is adding a MRI scanner in counties with population less than 250,000 or initiation of pediatric MRI in counties with population greater than 250,000 and/or NA
- 2. Describe the acquisition of any Positron Emission Tomographer (PET) or Linear Accelerator if initiating the service by responding to the following: NA
- A. Complete the chart below for acquired equipment.

	Linear Accelerator	Mev Total Cost*: □ New	Types: SRS IMRT IGRT Other By Purchase By Lease Expected Useful Life (yrs) If not new, how old? (yrs)
0	MRI	Tesla: Total Cost*:	Magnet: Breast Extremity Open Short Bore Other By Purchase By Lease Expected Useful Life (yrs) Refurbished If not new, how old? (yrs)
	PET	□ PET only Total Cost*: □ New	□ PET/CT □ PET/MRI □ By Purchase □ □ By Lease Expected Useful Life (yrs) □ Refurbished □ If not new, how old? (yrs)

- B. In the case of equipment purchase, include a quote and/or proposal from an equipment vendor. In the case of equipment lease, provide a draft lease or contract that at least includes the term of the lease and the anticipated lease payments along with the fair market value of the equipment. N/A
- C. Compare lease cost of the equipment to its fair market value. Note: Per Agency Rule, the higher cost must be identified in the project cost chart. N/A
- D. Schedule of Operations:

Location	Days of Operation	Hours of Operation		
20041011	(Sunday through Saturday)	(example: 8 am – 3 pm)		
Fixed Site (Applicant)	Monday – Friday	8am-5pm (24/7 RN/Pharm call)		
Mobile Locations	N/A			
(Applicant)				
(Name of Other Location)	2			
(Name of Other Location)		-		

^{*} As defined by Agency Rule 0720-9-.01(13)

- E. Identify the clinical applications to be provided that apply to the project. N/A
- F. If the equipment has been approved by the FDA within the last five years provide documentation of the same. N/A

SECTION B: GENERAL CRITERIA FOR CERTIFICATE OF NEED

In accordance with T.C.A. § 68-11-1609(b), "no Certificate of Need shall be granted unless the action proposed in the application for such Certificate is necessary to provide needed health care in the area to be served, can be economically accomplished and maintained, will provide health care that meets appropriate quality standards, and will contribute to the orderly development of health care." Further standards for guidance are provided in the State Health Plan developed pursuant to T.C.A. § 68-11-1625.

The following questions are listed according to the four criteria: (1) Need, (2) Economic Feasibility, (3) Applicable Quality Standards, and (4) Contribution to the Orderly Development of Health Care. Please respond to each question and provide underlying assumptions, data sources, and methodologies when appropriate. Please type each question and its response on an 8 1/2" x 11" white paper, single-sided or double sided. All exhibits and tables must be attached to the end of the application in correct sequence identifying the question(s) to which they refer, unless specified otherwise. If a question does not apply to your project, indicate "Not Applicable (NA)."

QUESTIONS

SECTION B: NEED

A. Provide a response to each criterion and standard in Certificate of Need Categories in the State Health Plan that are applicable to the proposed project. Criteria and standards can be obtained from the Tennessee Health Services and Development Agency or found on the Agency's website at http://www.tn.gov/hsda/article/hsda-criteria-and-standards.

Standards and Criteria as outlined in the Tennessee State Health Plan

1.) **Determination of Need**: In a given county, 1.5 percent of the total population will be considered as the need estimate for home health services in that county. This 1.5 percent formula will be applied as a general guideline, as a means of comparison within the proposed Service area (FORMULA)

Response:

44,205= 1.5% of total population in the proposed counties

Number of patients serviced per county reported on JAR 2017 = 38,267

Total Deficit per counties proposed = 5,938

<u>See attached letters from Health Care professionals supporting the need for specialty home infusion services.</u> <u>Attachment: Section B. Need: A -4</u>

Letters Attached:

Dr. Mohammad Hussain, MD and Jenna Helton, CCMA Robin Yawn, RN – Vanderbilt Department of Neurology Susan Bracey FNP, MSN, BSN – Affiliated Neurology Amanda Peltier, MD – Associate Professor of Neurology

5.) Current Service Area Utilization:

The applicant should document by county: look at Joint Annual Report

- a) All existing providers of home health services within the proposed service areas
- b) The number of patients served during the most recent 12-month period for which data are available.

To characterize existing providers located within Tennessee, the applicant should use final data provided by the JARs maintained by the Tennessee Department of Health. In each county of the proposed service area, the applicant should identify home health agencies that have reported servicing 5 or fewer patients for each of the last three years based on final and available JAR data. If an agency in the proposed Service Area who serves few or no patients is opposing the application, that opponent agency should provide evidence as to why it does not serve a larger number of patients.

Response: Attachment Section B. Need: A-5

6.) Adequate Staffing: Using TDH Licensure data, the applicant should document a plan demonstrating the intent and ability to recruit, hire, train, assess competencies of, supervise, and retain the appropriate numbers of qualified personnel to provide the services described in the application and document that such personnel are available to work in the proposed service area. The applicant should state the percentage of qualified personnel directly employed or employed through a third party staffing agency.

Response:

Option Care is confident that the provision of specialty infusion nursing services significantly contributes to both the real and perceived outcomes of service. The nurse's training, knowledge and professionalism contributes greatly to the quality of care a patient receives. It is imperative that Option Care partners with nursing agencies of excellence who are able to demonstrate the highest standards and principles.

To ensure provision of orientation and training for subcontracted Staffing/Registry organizations, Option Care has developed a required orientation program. These agencies must comply with the Option Care criteria to engage in a subcontracted relationship. The criteria are as follows:

- The organization has qualified clinical management staff who perform verification of skills and competencies on all professional engaged staff at hire and annually thereafter.
- Appropriate policies/procedures and protocols are included in our compliance training for agency review and a compliance training acknowledgment form signed annually.
- The organization must have qualified clinical management staff who supervise engaged staff.
- Credentialing documents are kept on file at the Nurse Registry/Staffing Agency for each engaged clinician that is retrievable per Option Care request: professional state license verification, CPR certification, annual skills competencies, criminal background check
- All nursing personnel are required to complete special training on specific therapies such as Radicava. The training
 is provided by a clinical educator, via webex, and/or Option Care access to training material and documents.

We currently have active contracts with staffing agencies to cover the proposed service areas. Nursing management continues to strengthen the relationships with these agencies in the proposed areas to provide oversight and hands-on training to ensure adequate education and training. At this time there are 23 nurses available via staffing agency to service these counties.

Medicare and Medicaid programs both require training with annual acknowledge of training. Option Care pharmacy is a provider in the Medicare/Medicaid programs so we must require that our subcontracted providers complete the training. Our managed care payer contracts and our accreditation standards (ACHC) require that those we are contracted with are trained. We are also required to ensure our contracted providers complete the training under the deficit reduction act.

7.) Community Linkage Plan: The applicant should provide a community linkage plan that demonstrates factors such as, but not limited to, referral arrangements with appropriate health care system providers/services (that comply with CMS patient choice protections) and working agreements with other related community services assuring continuity of care focusing on coordinated, integrated systems. A new provider may submit a proposed community linkage plan.

Response:

Option Care and specialty pharmaceutical representatives have relationships with physicians that work to build and improve linkages across private and public health organizations within communities. It is important to identify gaps in needed health services and to fill those gaps by using the strengths and abilities of the participating organizations. Health literacy universal precautions are the steps that practices take when they assume that all patients may have difficulty comprehending health information and accessing health services. Health literacy universal precautions are aimed at:

- Simplifying communication with and confirming comprehension for all patients, so that the risk of miscommunication is minimized.
- Ensure the office environments and health care systems are easier to navigate.
- Supporting patients' efforts to improve their health.

Option Care Infusion Services strives for community-clinical linkages to connections between community and clinical sectors to improve population health. Supporting *Team Based Care* encourages organizational intervention that incorporates a multidisciplinary team to improve the quality of care for all patients. Teams consisting of the patient, primary care provider, nurses, pharmacists, dietitians, social workers, and community health workers work together to provide process support and share responsibilities of care to complement the primary care provider's goals. With the development of improved technology there is the ability to efficiently process a patient plan of care right from the start-from referral coordination, insurance verification, pharmacy interventions, delivery and coordination of nursing services.

8.) TennCare Managed Care Organizations (MCOs) and Financial Viability: Given the time frame required to obtain Medicare certification, an applicant proposing to contract with the Bureau of TennCare's MCOs should provide evidence of financial viability during the time period necessary to receive such certification. Applicants should be aware that MCOs are under no obligation to contract with home care organizations, even if Medicare certification is obtained, and that Private Duty Services are not Medicare certifiable services. Applicants who believe there is a need to serve TennCare patients should contact the TennCare MCOs in the region of the proposed Service Area and inquire whether their panels are open for home health services, as advised in the notice posted on the HSDA website, to determine whether at any given point there is a need for a provider I a particular area of the state; letters from the TennCare MCOs should be provided to document such need. Applicants should also provide information on projected revenue sources, including non-TennCare revenue sources.

Response: Attachment Section B. Need: A8

9.) Proposed Charges:

The applicant's proposed charges should be reasonable in comparison with those of other similar agencies in the service area or in adjoining service areas. The applicant should list:

- The average charge per visit and/or episode of care by service category, if available in the JAR data.
- b) The average charge per patient based upon the projected number of visits and/or episodes of care and/or hours per patient, if available in the JAR data.

Response: Attachment Section B. Need A9 1-2

10.) Access: In concert with the factors set forth in HSDA Rule 0720-11-.01(1) (which lists those factors concerning need on which an application may be evaluated), the HSDA may choose to give special consideration to an applicant that is able to show that there is limited access in the proposed Service Area for groups with special medical needs such as, but not limited to, medically fragile children, newborns and their mothers, and HIV/AIDS patients. Pediatrics is a special medical needs population, and therefore any provider applying to provide these services should demonstrate documentation of adequately trained staff specific to this population's needs with a plan to provide ongoing best practice education. For purposes of this Standard, an applicant should document need using population, service, special needs, and/or disease incidence rates. If granted, the Certificate of Need should be restricted on condition, and thus in its licensure, to serving the special group or groups identified in the application. The restricting language should be as follows: CONDITION: Home health agency services are limited to (identified specialty service group); the expansion of service beyond (identified specialty service group) will require the filing of a new Certificate of Need application. Please see Note 3 regarding federal law prohibitions on discrimination in the provision of health care services.

Response:

Option Care will be servicing a medically fragile population-patients that are afflicted with ALS. These patients will be receiving a new infusion therapy medication-Radicava. Each nurse is required to complete the training on Radicava. The documentation of training is required to be kept on file. In August of 2017 Option Care had more than 200 Radicava referrals pending approval. Our center in Nashville currently services several patients receiving this therapy within our Certificate of Need.

11.) Quality Control and Monitoring:

The applicant should identify and document its existing proposed plan for data reporting (including data on patient re-admission to hospitals), quality improvement, and an outcome and process monitoring system (including continuum of care and transitions of care from acute care facilities). If applicable, the applicant should provide documentation that it is, or that it intends to be, fully accredited by the Joint Commission, the Community Health Accreditation Program, Inc., the Accreditation Commission for Health Care, and/or other accrediting body with deeming authority for home health services from CMS.

Response:

Option Care takes a proactive approach to identifying, analyzing, and improving our processes to deliver consistent higher quality outcomes. We identify opportunities for improvement and implement small test of change. Option Care tracks re-hospitalizations, line infections, HIPPA events, medication events, delivery error rate, clean room operational days, and required continuing training. These results are reviewed during quarterly Continuous Quality Improvement (CQI) meetings. Our meetings also focus on results from patient satisfaction summaries-overall patient satisfaction, initial startup, delivery, and in-home visit. These results are used to analyze and identify areas of opportunity with development of action plans. These action plans are implemented and reviewed with each quarterly meeting. Option Care is accredited by the ACHC throughout the company.

12.) Data Requirements:

Applicants should agree to provide the Department of Health and/or Health Services and Development Agency with all reasonably requested information and statistical data related to the operation and provision of services and to report that data in the time and format requested. As a standard of practice, existing data reporting streams will be relied upon and adapted over time to collect all needed information.

Option Care agrees to provide the Department of Health and/or the Health Services and Development Agency with all reasonably requested information and statistical data related to the operation and provision of services and to report that the data in the time and format requested. The Joint Annual Report (JAR) has been and will continue to be completed timely on an annual basis as requested by the State of Tennessee. Annual CON reports will be completed as required.

B. Describe the relationship of this project to the applicant facility's long-range development plans, if any, and how it relates to related previously approved projects of the applicant.

Response:

We have relocated into a newly renovated pharmacy in Nashville to expand our office space, meet new pharmacy regulations with improved standards in compounding, increase services in our infusion suite and allow for growth. Option Care will continue to provide high quality infusion services. Our long-range plan is to reach out and service the population of residents that have not had the same opportunity to receive compassionate care with quality results.

C. Identify the proposed service area and justify the reasonableness of that proposed area. Submit a county level map for the Tennessee portion of the service area using the map on the following page, clearly marked to reflect the service area as it relates to meeting the requirements for CON criteria and standards that may apply to the project. Please include a discussion of the inclusion of counties in the border states, if applicable.

Response:

The applicant's 33 county service area has been serviced for the last 7 years. Option Care will continue to service the current counties. We are the *only* authorized home infusion partner with MT Pharma to deliver and administer the first drug approved by the FDA in nearly 20 year-, Radicava. This life sustaining drug, will be a blessing to many patients suffering with ALS (Lou Gehrig Disease) within our current 33 counties as well as those 28 counties. Chattanooga (located in Hamilton County) and Memphis, (located in Shelby County) are locations that have ALS clinics. This project will allow Option Care to provide specialty infusion therapy to highly populated counties, as well as counties throughout Tennessee located in rural and economically challenged areas.

Boarder states are not included in our service area or this request.

Please complete the following tables, if applicable:

Service Area Counties	Current County Utilization-County Residents	% Total Procedures
Bedford	2	2%
Cannon	0	0
Cheatham	3	3.30%
Coffee	3	3.30%
Davidson	21	23%
DeKalb	1	1%
Dickson	1	1%
Franklin	3	3.30%
Giles	0	0
Grundy	1	1%
Hickman	1	1%
Houston	0	0%
Humphreys	2	2%
Lawrence	1	1%
Lewis	0	0%
Lincoln	0	0%
Macon	2	2%
Marshall	1	1%
Maury	1	1%
Montgomery	7	7.70%
Moore	0	0%
Perry	0	0%
Putnam	0	0%
Robertson	2	2.20%
Rutherford	6	6.60%
Smith	0	0%
Sumner	7	7.60%
Trousdale	0	0.00%
Warren	1	1%
Wayne	1	1%
White	0	0.00%
Williamson	13	14.20%
Wilson	8	8.80%

Service Area Counties	Projected Utilization-County Residents	% Total Procedures
Anderson	4	3%
Bledsoe	1	1%
Blount	9	6%
Bradley	6	4%
Cumberland	4	3%
Fayette	3	2%
Hamilton	19	12%
Hardeman	2	1%
Hardin	2	1%
Haywood	1	1%
Jefferson	3	2%
Knox	32	20%
Lauderdale	2	1%
Loudon	3	2%
McMinn	3	2%
McNairy	2	1%
Marion	2	1%
Meigs	1	1%
Monroe	3	2%
Morgan	2	1%
Polk	1	1%
Rhea	2	1%
Roane	3	2%
Sequatchie	1	1%
Sevier	6	4%
Shelby	38	24%
Tipton	4	3%
VanBuren	1	1%

County Level Map

D. 1). a) Describe the demographics of the population to be served by the proposal.

Response:

The 28 county service area has a total population of 2,947,009 persons in 2017. By 2021 it is projected to increase by 3.45% to 3,048,692 persons. The applicant primarily services patients age 0-64. That age group consists of 2,449,777. By 2021, it is projected to increase by 1.0% to 2,473,818 persons. That is 3.40% below state average of 4.4%.

The median income of service area households is \$42,376.86 which is 9.0% less than state average of \$46,574.00. The service area has a larger portion of its population living in poverty (18.2%) compared to the state of 17.20%. Similarly, it has 21.9% of its current population enrolled in TennCare compared to a lower statewide average of 21.3%.

c) Using current and projected population data from the Department of Health, the most recent enrollee data from the Bureau of TennCare, and demographic information from the US Census Bureau, complete the following table and include data for each county in your proposed service area.

Projected Population Data: http://www.tn.gov/health/article/statistics-population

TennCare Enrollment Data: http://www.tn.gov/tenncare/topic/enrollment-data

Census Bureau Fact Finder: http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml

Response: Attachment D-1C

* Target Population is population that project will primarily serve. For example, nursing home, home health agency, hospice agency projects typically primarily serve the Age 65+ population; projects for child and adolescent psychiatric services will serve the Population Ages 0-19. Projected Year is defined in select service-specific criteria and standards. If Projected Year is not defined, default should be four years from current year, e.g., if Current Year is 2016, then default Projected Year is 2020.

2) Describe the special needs of the service area population, including health disparities, the accessibility to consumers, particularly the elderly, women, racial and ethnic minorities, and low-income groups. Document how the business plans of the facility will take into consideration the special needs of the service area population.

Response:

Patients with a medically fragile diagnoses of ALS will be able to be serviced in their home instead of the burden of transporting this debilitated population. Some patients have not been able to receive Radicava at all because of the strain it places on the family and patient with traveling to an outpatient facility. Also, there is limited access to facilities that can accommodate the administration of the medication-most facilities do not have the ability to obtain Radicava. Option Care will gain the privilege of providing this medication therapy to patients in their homes. The poverty level in these areas is above the state level (18.2 %). Our pharmacy accepts TennCare-approximately 21% of the population in the proposed service area are covered by TennCare and Medicare. Nursing services are "bundled" with the pharmacy. Therefore, nursing visit costs will not be a contributing factor in the provision of care provided to these patients.

E. Describe the existing and approved but unimplemented services of similar healthcare providers in the service area. Include utilization and/or occupancy trends for each of the most recent three years of data available for this type of project. List each provider and its utilization and/or occupancy individually. Inpatient bed projects must include the following data: Admissions or discharges, patient days, average length of stay, and occupancy. Other projects should use the most appropriate measures, e.g., cases, procedures, visits, admissions, etc. This doesn't apply to projects that are solely relocating a service.

Response:

There is no historical data- No provider of Radicava at this time

F. Provide applicable utilization and/or occupancy statistics for your institution for each of the past three years and the projected annual utilization for each of the two years following completion of the project. Additionally, provide the details regarding the methodology used to project utilization. The methodology must include detailed calculations or documentation from referral sources, and identification of all assumptions.

Response:

Vanderbilt HC/Option Care Infusion Services, LLC Historic and Projected Utilization 2014-2020									
	2014	2015	2016	2017	2018*	2019*	2020*		
Patients	426	200	307	504	580	632	689		
Visits	1257	1308	1733	2284	2627	2863	3121		

PATIENTS:

The patient growth rate from 2016 to 2017 was 64%. Based on the trend from the past 4 years and the potential new business from expanding services, a growth rate of 15% was applied to 2018. Based on the anticipated growth of the home infusion industry, the forecasted patients for 2019 and 2020 reflect a 9% growth rate.

VISITS:

The visit growth rate from 2015 to 2016 and from 2016 to 2017 held steady at 32%. As noted above, a growth rate of 15% was applied to 2018, and the forecasted visits for 2019 and 2020 reflect a 9% growth rate.

SECTION B: ECONOMIC FEASIBILITY

- A. Provide the cost of the project by completing the Project Costs Chart on the following page. Justify the cost of the project.
 - 1) All projects should have a project cost of at least \$15,000 (the minimum CON Filing Fee). (See Application Instructions for Filing Fee)

Response:

The cost of this project is \$15,000.00 CON Filing Fee

2) The cost of any lease (building, land, and/or equipment) should be based on fair market value or the total amount of the lease payments over the initial term of the lease, whichever is greater. Note: This applies to all equipment leases including by procedure or "per click"

- arrangements. The methodology used to determine the total lease cost for a "per click" arrangement must include, at a minimum, the projected procedures, the "per click" rate and the term of the lease. NA
- 3) The cost for fixed and moveable equipment includes, but is not necessarily limited to, maintenance agreements covering the expected useful life of the equipment; federal, state, and local taxes and other government assessments; and installation charges, excluding capital expenditures for physical plant renovation or in-wall shielding, which should be included under construction costs or incorporated in a facility lease. NA
- 4) Complete the Square Footage Chart on page 8 and provide the documentation. Please note the Total Construction Cost reported on line 5 of the Project Cost Chart should equal the Total Construction Cost reported on the Square Footage Chart. NA
- 5) For projects that include new construction, modification, and/or renovation—<u>documentation</u> <u>must be</u> provided from a licensed architect or construction professional that support the estimated construction costs. Provide a letter that includes the following: NA
 - a) A general description of the project;
 - b) An estimate of the cost to construct the project;
 - c) A description of the status of the site's suitability for the proposed project; and
 - d) Attesting the physical environment will conform to applicable federal standards, manufacturer's specifications and licensing agencies' requirements including the AIA Guidelines for Design and Construction of Hospital and Health Care Facilities in current use by the licensing authority.

Α.,	Cons	struction and equipment acquired by purchase: N	Д		
	1.	Architectural and Engineering Fees			rajah. 1751 n
	2.	Legal, Administrative (Excluding CON Filing Consultant Fees	Fee),	-	
	3.	Acquisition of Site		× 	
	4.	Preparation of Site		26	
	5.	Total Construction Costs		S	
	6.	Contingency Fund			
	7.	Fixed Equipment (Not included in Construction Contract)	O	
	8.	Moveable Equipment (List all equipment over \$50,0 separate attachments)	000 as	7	
	9.	Other (Specify)		0 	
В.	Acqu	uisition by gift, donation, or lease: NA			
	1.	Facility (inclusive of building and land)		N=	
	2.	Building only		Q	
	3.	Land only			
	4.	Equipment (Specify)	÷	2	
	5.	Other (Specify)		~	
С,	Fina	ncing Costs and Fees: NA			
	1.	Interim Financing			
	2.	Underwriting Costs			
	3.	Reserve for One Year's Debt Service		-	
	4.	Other (Specify)	<u> </u>		
D.	Estin (A+B	nated Project Cost 3+C)		8	
Ε.	C	ON Filing Fee		\$15,000.00	
=	To	otal Estimated Project Cost			
	(D	I+F)	Δ1	\$15,000,00	

B. Identify the funding sources for this project.

Check the applicable item(s) below and briefly summarize how the project will be financed. (Documentation for the type of funding MUST be inserted at the end of the application, in the correct alpha/numeric order and identified as Attachment Section B-Economic Feasibility-B.)

- Commercial loan Letter from lending institution or guarantor stating favorable initial contact, proposed loan amount, expected interest rates, anticipated term of the loan, and any restrictions or conditions;
- __ 2) Tax-exempt bonds Copy of preliminary resolution or a letter from the issuing authority stating favorable initial contact and a conditional agreement from an underwriter or investment banker to proceed with the issuance;
- General obligation bonds Copy of resolution from issuing authority or minutes from the appropriate meeting;
- 4) Grants Notification of intent form for grant application or notice of grant award;
- 5) Cash Reserves Appropriate documentation from Chief Financial Officer of the organization providing the funding for the project and audited financial statements of the organization; and/or
- Other Identify and document funding from all other sources.

C. Complete Historical Data Charts on the following two pages—<u>Do not modify the Charts provided</u> or submit Chart substitutions!

Historical Data Chart represents revenue and expense information for the last *three (3)* years for which complete data is available. Provide a Chart for the total facility and Chart just for the services being presented in the proposed project, if applicable. **Only complete one chart if it suffices.**

Note that "Management Fees to Affiliates" should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. "Management Fees to Non-Affiliates" should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

Response: There is no historical data chart for the project only

See Attached



March 8, 2018

RE: Tennessee CON Application

Option Care Check Funds Availability

Dear Sir/Madam:

On behalf of Option Care and its Treasury department, this letter serves as a confirmation to the recipient that the funds related to the amount issued on the Option Care check for the CON application are fully available.

If you have any questions or need any additional information, please feel free to contact me at 312-940-2531 or via email at Nicolas Sassali@optioncare.com

Sincerely,

Nicolas C. Sassali

Senior Director, Treasury and Tax

Mulas C. Sasal

Option Care

3000 Lakeside Drive

Suite 300N

Bannockburn, IL 60015

Telephone: 312.940.2531

Email: nicolas.sassali@optioncare.com

D. Complete Projected Data Charts on the following two pages – <u>Do not modify the Charts</u> <u>provided or submit Chart substitutions!</u>

The Projected Data Chart requests information for the two years following the completion of the proposed services that apply to the project. Please complete two Projected Data Charts. One Projected Data Chart should reflect revenue and expense projections for the *Proposal Only* (i.e., if the application is for additional beds, include anticipated revenue from the proposed beds only, not from all beds in the facility). The second Chart should reflect information for the total facility. Only complete one chart if it suffices.

Note that "Management Fees to Affiliates" should include management fees paid by agreement to the parent company, another subsidiary of the parent company, or a third party with common ownership as the applicant entity. "Management Fees to Non-Affiliates" should include any management fees paid by agreement to third party entities not having common ownership with the applicant.

Response: See Attached Chart

■ Total Facility □ Project Only

HISTORICAL DATA CHART

Give information for the last *three (3)* years for which complete data are available for the facility or agency. The fiscal year begins in ______ (Month).

begir	ns in _	January (MONTN).	Year_2015	Year 2016	Year_2017
A.		ration Data (Specify unit of measure, e.g., 1,000 patient days,	1,308	1,733	2,284
В.		visits) enue from Services to Patients			
٥.	1.	Inpatient Services	\$ ⁰	\$ 0	\$ 0
	2.	Outpatient Services	0	0	0
	3.	Emergency Services	0	0	0
	4.	Other Operating Revenue (Specify) Infusion Services	96,776,666	115,015,792	122,268,316
		Gross Operating Revenue	\$ 96,776,666	\$_115,015,792	\$ 122,268,316
C.	Ded	uctions from Gross Operating Revenue			
	1.	Contractual Adjustments	\$ 74,544,913	\$ 89,754,092	\$ 94,463,566
	2.	Provision for Charity Care	0	0	0
	3.	Provisions for Bad Debt	1,101,907	2,085,053	1,513,538
		Total Deductions	\$_75,646,820	\$ 91,839,145	\$ 95,977,104
NET	OPE	RATING REVENUE	\$ 21,129,846	¢ 23,176,648	\$ 26,291,212
D.	One	roting Evponess		Ф	Ф
D.	1.	rating Expenses Salaries and Wages			
	١.	a. Direct Patient Care	2,008,823	2,450,296	2,661,094
		b. Non-Patient Care	1,796,629	2,413,901	2,177,616
	2.	Physician's Salaries and Wages	N/A	N/A	N/A
	3.	Supplies	14,088,804	16,051,417	17,916,980
	4.	Rent		-	
		a. Paid to Affiliates	0	0	0
		b. Paid to Non-Affiliates	208,644	409,335	496,715
	5.	Management Fees:			
		a. Paid to Affiliates	180,000	443,115	984,467
		b. Paid to Non-Affiliates	0	0	0
	6.	Other Operating Expenses	1,287,136	626,145	586,745
		Total Operating Expenses	\$_19,570,035	\$_22,394,208	\$_24,823,618
E.	Earr	nings Before Interest, Taxes and Depreciation	\$_1,559,811	\$_782,440	\$_1,467,594
F.	Non-	-Operating Expenses			
	1.	Taxes	\$_50,000	\$_80,000	\$ 0
	2.	Depreciation	30,135	263,785	361,099
	3.	Interest	0	1,401	(4.545)
	4.	Other Non-Operating Expenses	(82)		(4,545)
		Total Non-Operating Expenses	\$_80,053	\$_345,186	\$_356,554
NET	INCC	DME (LOSS)	\$_1,479,758	\$_437,254	\$_1,111,041

Chart Continues Onto Next Page

0
0
0
1,111,041
361,099
1,472,140
(

■ Total Facility

☐ Project Only

HISTORICAL DATA CHART-OTHER EXPENSES

<u>OT</u>	HER EXPENSES CATEGORIES	Year_2015	Year_2016	Year 2017
1.	Professional Services Contract	\$ <u>381,194</u>	\$ 59,474	\$ 57,284
2.	Contract Labor	267,575	111,308	203,920
3.	Imaging Interpretation Fees	0	0	0
4.	Other Expenses	638,367	455,363	325,541
5.				
6.				
7,				
	Total Other Expenses	\$_1,287,136	\$ 626,145	\$ 586,745

PROJECTED DATA CHART

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January (Month).

(Mo	nth).		Year ²⁰¹⁹	Year_ ²⁰²⁰
۸	1.14:11:	stian Data (Smarify unit of managers and 4 000 matient days	755	1,052
A.	500 v	ation Data (Specify unit of measure, e.g., 1,000 patient days,		-1,002
В		nue from Services to Patients		
В.			\$0	\$ 0
		npatient Services	0	φ <u>σ</u>
		Outpatient Services Emergency Services	0	0
		other Operating Revenue (Specify) Infusion Services	5,091,621	7,094,882
	٦. د	Gross Operating Revenue	(\$ 7,094,882
С	Dedu	ctions from Gross Operating Revenue	<u> </u>	\$ 1,00 1,002
	Dedu	ctions from cross operating Nevertue		
	1. C	Contractual Adjustments	\$ 0	\$ 0
		rovision for Charity Care	0	0
		rovisions for Bad Debt	106,924	148,993
	0. ,	Total Deductions		s 148,993
NET	OPER	ATING REVENUE	\$ 4,984,697	\$ 6,945,889
D.		ating Expenses	Ψ	*
		Salaries and Wages		
		a. Direct Patient Care	628,545	818,391
		b. Non-Patient Care	249,710	266,454
	2.	Physician's Salaries and Wages	N/A	N/A
		Supplies	3,990,330	5,559,995
		Rent		
		a. Paid to Affiliates	0	0
		b. Paid to Non-Affiliates	0	0
	5.	Management Fees:		
		a. Paid to Affiliates	0	0
		b. Paid to Non-Affiliates	0	0
	6.	Other Operating Expenses	0	0
		Total Operating Expenses	\$ 4,868,585	\$ 6,644,840
_	Ē.,	-	\$ 116,112	\$ 301,049
Ε.		ngs Before Interest, Taxes and Depreciation	\$	\$ 301,043
F.		Operating Expenses Taxes	\$ ⁰	\$ 0
			0	<u>0</u>
		Depreciation Interest	0	0
		Other Non-Operating Expenses	0	0
	4.			
		Total Non-Operating Expenses	\$_0	\$ <u>0</u>
NET	INCO	ME (LOSS)	\$ 116,112	\$ 301,049

Chart Continues Onto Next Page

NET	INCO	ME (LOSS)	\$ <u>116,112</u>	\$_301,049
G.	Othe	Deductions		
	1.	Estimated Annual Principal Debt Repayment	\$ <u>0</u>	\$0
	2.	Annual Capital Expenditure	0	0
		Total Other Deductions	\$ 0	\$_0
		NET BALANCE	\$ <u>116,112</u>	\$ 301,049
		DEPRECIATION	\$ <u></u> 0	\$ <u>0</u>
		FREE CASH FLOW (Net Balance + Depreciation)	\$_116,112	\$ <u>301,049</u>

☐ Total Facility

■ Project Only

PROJECTED DATA CHART-OTHER EXPENSES

OTI	HER EXPENSES CATEGORIES	Year 2019	Year_2020
1	Professional Services Contract	\$0	\$ 0
2.	Contract Labor	0	0
3.	Imaging Interpretation Fees	0	0
4.			
5.			
6.			
7.			
	Total Other Expenses	\$ 0	\$ 0

PROJECTED DATA CHART

Give information for the two (2) years following the completion of this proposal. The fiscal year begins in January

Project Only

(Month). Year ²⁰¹⁹ Year 2020 3,618 4,173 Utilization Data (Specify unit of measure, e.g., 1,000 patient days, 500 visits) Revenue from Services to Patients B. \$ O \$0 1. Inpatient Services 0 0 2. Outpatient Services 0 0 **Emergency Services** Other Operating Revenue (Specify) Infusion Services 34,439,340 38.190.431 Gross Operating Revenue \$ 34,439,340 \$ 38,190,431 **Deductions from Gross Operating Revenue** 1. Contractual Adjustments **Provision for Charity Care** 723,226 801,999 Provisions for Bad Debt Total Deductions \$723,226 \$ 801,999 33,716,114 \$ 37,388,432 **NET OPERATING REVENUE** Operating Expenses Salaries and Wages 3,343,092 3,694,606 a. Direct Patient Care 2,392,116 2,536,452 b. Non-Patient Care N/A N/A 2. Physician's Salaries and Wages 21,631,584 24,428,206 3. Supplies 4 Rent a. Paid to Affiliates 506,805 506,805 b. Paid to Non-Affiliates Management Fees: 984,467 984.467 a. Paid to Affiliates 0 0 b. Paid to Non-Affiliates

Total Operating Expenses

E. Earnings Before Interest, Taxes and Depreciation

Other Operating Expenses

Non-Operating Expenses \$0 Taxes 465,882 Depreciation 0 Interest (4,545)Other Non-Operating Expenses

Total Non-Operating Expenses NET INCOME (LOSS)

461,337 \$ 461,337 \$ 3,736,519

660,195

\$ 4,197,856

29,518,258

\$ 4,099,845

676,714

\$ 32,827,251

\$ 4,561,181

465,882

(4,545)

\$0

0

Chart Continues Onto Next Page

1.

2.

3.

NET	INCO	ME (LOSS)	\$ <u>3,736,519</u>	\$_4,099,845
G.	Other	Deductions		
	1.	Estimated Annual Principal Debt Repayment	\$0	\$_0
	2.	Annual Capital Expenditure	0	0
		Total Other Deductions	\$ <u>0</u>	\$_0
		NET BALANCE	\$ 3,736,519	\$4,099,845
		DEPRECIATION	\$_465,882	\$ <u>465,882</u>
		FREE CASH FLOW (Net Balance + Depreciation)	\$ <u>4,202,401</u>	\$4,565,727

Total Facility

Project Only

PROJECTED DATA CHART-OTHER EXPENSES

OTHER	R EXPENSES CATEGORIES	Year ²⁰¹⁹	Year_ ²⁰²⁰
1. <u>P</u>	rofessional Services Contract	\$ 57,284	\$ 57,284
2. <u>C</u>	ontract Labor	277,370	293,889
3. <u>In</u>	naging Interpretation Fees	0	0
4. 0	ther Expenses	325,541	325,541
5. <u> </u>			
7. <u> </u>	otal Other Expenses	\$ _660,195	\$ 676,714

E. 1) Please identify the project's average gross charge, average deduction from operating revenue, and average net charge using information from the Projected Data Chart for Year 1 and Year 2 of the proposed project. Please complete the following table.

	2017	2018	2019	2020	% Change (Current Year to Year 2)
Gross Charge (Gross Operating Revenue/Utilization Data)	53,533	10,551	9,519	9,152	-13.3%
Deduction from Revenue (Total Deductions/Utilization Data)	663	222	200	192	-13.3%
Average Net Charge (Net Operating Revenue/Utilization Data)	11,511	10,329	9,319	8,960	-13.3%

2) Provide the proposed charges for the project and discuss any adjustment to current charges that will result from the implementation of the proposal. Additionally, describe the anticipated revenue from the project and the impact on existing patient charges.

Response:

There will be no adjustments to current charges due to the implementation of this project.

See Chart below

	Total Facility 2017	Total Facility 2018	Total Facility + Project 2019	Total Facility + Project 2020	% Change (Current Year to Year 2)
Gross Charge (Gross Operating Revenue / Utilization Data)	53,533	10,551	9,519	9,152	-13.3%
Deduction from Revenue (Total Deductions/Utilization Data)	663	222	200	192	-13.3%
Average Net Charge (Net Operating Revenue / Utilization Data)	11,511	10,329	9,319	8,960	-13.3%

3) Compare the proposed charges to those of similar facilities in the service area/adjoining service areas, or to proposed charges of projects recently approved by the Health Services and Development Agency. If applicable, compare the proposed charges of the project to the current Medicare allowable fee schedule by common procedure terminology (CPT) code(s).

Response: Attachment Section B: Economic Feasibility E-3

F. 1) Discuss how projected utilization rates will be sufficient to support the financial performance. Indicate when the project's financial breakeven is expected and demonstrate the availability of sufficient cash flow until financial viability is achieved. Provide copies of the balance sheet And income statement from the most recent reporting period of the institution and the most recent audited financial statements with accompanying notes, if applicable. For all projects, provide financial information for the corporation, partnership, or principal parties that will be a source of funding for the project.

Response: Attachment Section B. Economic Feasibility: F-1

There are no other outside corporate, partnership or principal parties providing financial support for this project.

2) Net Operating Margin Ratio – Demonstrates how much revenue is left over after all the variable or operating costs have been paid. The formula for this ratio is: (Earnings before interest, Taxes, and Depreciation/Net Operating Revenue).

Utilizing information from the Historical and Projected Data Charts please report the net operating margin ratio trends in the following table:

Year	Total Facility 2016	Total Facility 2017	Total Facility 2018	Total Facility + Project 2019	Total Facility + Project 2020
Net Operating Margin Ratio	3.4%	5.6%	15.4%	12.5%	12.2%

3) Capitalization Ratio (Long-term debt to capitalization) – Measures the proportion of debt financing in a business's permanent (Long-term) financing mix. This ratio best measures a business's true capital structure because it is not affected by short-term financing decisions. The formula for this ratio is: (Long-term debt/ (Long-term debt +Total Equity (Net assets)) x 100).

For the entity (applicant and/or parent company) that is funding the proposed project please provide the capitalization ratio using the most recent year available from the funding entity's audited balance sheet, if applicable. The Capitalization Ratios are not expected from outside the company lenders that provide funding.

Response: N/A

G. Discuss the project's participation in state and federal revenue programs including a description of the extent to which Medicare, TennCare/Medicaid and medically indigent patients will be served by the project. Additionally, report the estimated gross operating revenue dollar amount and percentage of projected gross operating revenue anticipated by payor classification for the first year of the project by completing the table below.

Applicant's Projected Payor Mix, Year 1

Payor Source	Projected Gross Operating Revenue	As a % of total
Medicare/Medicare Managed Care	3,563,993	70%
TennCare/Medicaid	0	0%
Commercial/Other Managed Care	1,527,628	30%
Self-Pay	0	0%
Charity Care	0	0%
Other (Specify)	0	0%
Total	5,091,621	100%

H. Provide the projected staffing for the project in Year 1 and compare to the current staffing for the most recent 12-month period, as appropriate. This can be reported using full-time equivalent (FTEs) positions for these positions. Additionally, please identify projected salary amounts by position classifications and compare the clinical staff salaries to prevailing wage patterns in the proposed service area as published by the Department of Labor & Workforce Development and/or other documented sources.

Position Classification	Existing FTEs (2018)	Projected FTEs 2019	Average Wage (Contractual Rate)	Area Wide/Statewide Average Wage
a) Direct Patient Care Positions				
Nursing Management & RNs	11	13	\$36.71 /hr	\$37.15/statewide
Pharmacists, Pharm Techs, & PSRs	21	23	\$35.92/hr	\$57.68/pharmacist
Clinical Liaisons & Dieticians	8	8	\$42.97/hr	\$78000/yr
Warehouse Distribution & Delivery	4	4	\$12.00/hr	\$10.75/hr
Total Direct Patient Care Positions	44	48		

Position Classification	Existing FTEs (2018)	Projected FTEs 2019	Average Wage (Contractual Rate)	Area Wide/Statewide Average Wage
b) Non-Patient Care Positions				
Intake & Customer Service	9	11	\$20.99	\$19.23/hr
Adminstrative Staff & Management	6	7	\$20.00	\$18.00/hr
Account Managers	2	2	\$47.50	
Total Non-Patient Care Positions	17	20		

I. Describe all alternatives to this project which were considered and discuss the advantages and Disadvantages of each alternative including but not limited to:

There are no alternatives to this project discussed.

1) Discuss the availability of less costly, more effective and/or more efficient alternative methods of providing the benefits intended by the proposal. If development of such alternatives is not practicable, justify why not, including reasons as to why they were rejected.

Response:

There is no availability of less costly, more effective methods to provide benefits by the implementation of this project

2) Document that consideration has been given to alternatives to new construction, e.g., modernization or sharing arrangements. NA

SECTION B: CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTH CARE

A. List all existing health care providers (i.e., hospitals, nursing homes, home care organizations, etc.), managed care organizations, alliances, and/or networks with which the applicant currently has or plans to have contractual and/or working relationships, that may directly or indirectly apply to the project, such as, transfer agreements, contractual agreements for health services.

Response:

Option Care Infusion Services, LLC has a Joint Venture with Vanderbilt Hospital and its outlying facilities whereby care is jointly coordinated. We have contractual agreements with the following home health agencies: Camelia Home Health, Suncrest (All in the Family) Home Health, Amotec Staffing, NHC Home Care, Home Health Care of East Tennessee. The applicant coordinates nursing services with these agencies intermittently as needed. Option Care Infusion Services, LLC has working relationships with many Medicare certified agencies. Tricare, UHC, UHC Comm, Humana, Tricare, Aetna, Healthsprings, UMR.

B. Describe the effects of competition and/or duplication of the proposal on the health care system, including the impact to consumers and existing providers in the service area Discuss any instances of competition and/or duplication arising from your proposal including a description of the effect the proposal will have on the utilization rates of existing providers in the service area of the project.

Response:

1) Positive Effects

Tennessee has underserviced the population of chronically ill patients. RNs, to infuse medications that require oversight throughout the infusion. Option Care does not want to duplicate any service. Option Care is focused on the provision of care that will benefit the patient and eases the burden of staffing this patient population throughout the state. Option Care is the nation's largest independent provider of home and alternative treatment site infusion services. Option Care is the sole provider of a new life extending infusible medication for the treatment of ALS. This will decrease the burden on already overloaded municipal healthcare systems.

2) Negative Effects

This request will have no negative effect on the healthcare system. Our present CON services service area of 33 counties will be unaffected by the addition of 28 counties to our CON.

B. 1) Discuss the availability of and accessibility to human resources required by the proposal, including clinical leadership and adequate professional staff, as per the State of Tennessee licensing requirements and/or requirements of accrediting agencies, such as the Joint Commission and Commission on Accreditation of Rehabilitation Facilities.

Response:

Option Care Infusion Services, LLC fully staffs the existing 33 counties that we service with a Certificate of Need by highly specialized trained staff. The proposed addition of 28 counties covered by our CON will not impact the ability to continue to staff appropriately. Option Care Infusion Services, LLC is very proactive in securing staff to accommodate the demand for infusion specialists. Option Care is committed to following state agency requirements, ACHC and payor requirements for staffing. All relationships with agencies must adhere to strict subcontracting requirements - proof of liability insurance, current home health license, and orientation completion and training.

2) Verify that the applicant has reviewed and understands all licensing and/or certification as required by the State of Tennessee and/or accrediting agencies such as the Joint Commission for medical/clinical staff. These include, without limitation, regulations concerning clinical leadership, physician supervision, quality assurance policies and programs, utilization review policies and programs, record keeping, clinical staffing requirements, and staff education.

Response:

The applicant verifies that we have reviewed and understand all licensing and/or certification as required by the State of Tennessee and/or the Accreditation Commission for Health Care (ACHC), the applicants accrediting agency. These include without limitation, regulations concerning clinical leadership and supervision, quality assurance policies and programs, utilization review, policies and procedures, clinical programs, record keeping, clinical staffing requirements, and staff education.

3) Discuss the applicant's participation in the training of students in the areas of medicine, nursing, social work, etc. (e.g., internships, residencies, etc.).

Response: Option Care does not participate in the training of students.

C. Identify the type of licensure and certification requirements applicable and verify the applicant has reviewed and understands them. Discuss any additional requirements, if applicable. Provide the name of the entity from which the applicant has received or will receive licensure, certification, and/or accreditation.

Response: Option Care Infusion Services, LLC verifies that we have reviewed and understand the licensure and accreditation requirements.

Licensure: Board of Licensing Health Care Facilities, State Of Tennessee Department of Health as a Home Care Organization.

Certification Type (e.g. Medicare SNF, Medicare LTAC, etc.):

N/A

Accreditation (i.e., Joint Commission, CARF, etc.): Accreditation Commission for Health Care (ACHC) – Active Status, in good standing as a Pharmacy, Ambulatory Infusion Center, Infusion Nursing Services, Infusion Pharmacy Services, including Sterile Compounding.

1) If an existing institution, describe the current standing with any licensing, certifying, or accrediting agency. Provide a copy of the current license of the facility and accreditation designation.

Response: Attached License C-1, Accreditation, Licensure Survey

Option Care has no deficiencies to report with the State of Tennessee Department of Health and is committed to providing quality care and services as granted by the Accreditation Commission for Health Care. Option Care is certified by the Pharmacy Compounding Accreditation Board.

For existing providers, please provide a copy of the most recent statement of deficiencies/plan
of correction and document that all deficiencies/findings have been corrected by providing a letter
from the appropriate agency.

Response: N/A

3) Document and explain inspections within the last three survey cycles which have resulted in any of the following state, federal, or accrediting body actions: suspension of admissions, civil monetary penalties, notice of 23-day or 90-day termination proceedings from

Medicare/Medicaid/TennCare, revocation/denial of accreditation, or other similar actions.

Response: There are none to report.

- a) Discuss what measures the applicant has or will put in place to avoid similar findings in the future. NA
- E. Respond to all of the following and for such occurrences, identify, explain and provide documentation: See Attachment Section B. Contribution to the orderly development of healthcare E-1
 - 1) Has any of the following:
 - a) Any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant);

Response:

Vanderbilt Health Services, LLC	50%
Option Care Enterprises, Inc.	50%

b) Any entity in which any person(s) or entity with more than 5% ownership (direct or indirect) in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%; and/or

Response:

Vanderbilt Health Services, LLC	50%
Option Care Enterprises, Inc.	50%

- c) Any physician or other provider of health care, or administrator employed by any entity in which any person(s) or entity with more than 5% ownership in the applicant (to include any entity in the chain of ownership for applicant) has an ownership interest of more than 5%.

 N/A
- 2) Been subjected to any of the following:
 - a) Final Order or Judgment in a state licensure action;

Response:

Yes - Attachment Section B. Contribution to the Orderly Development of Healthcare: E-2a-d

b) Criminal fines in cases involving a Federal or State health care offense;

Response: No

c) Civil monetary penalties in cases involving a Federal or State health care offense;

Response: No

d) Administrative monetary penalties in cases involving a Federal or State health care offense;

Response: Yes- Attachment Section B. Contribution to the Orderly Development of Healthcare: E-2a-d

e) Agreement to pay civil or administrative monetary penalties to the federal government or any state in cases involving claims related to the provision of health care items and services; and/or

Response: No

f) Suspension or termination of participation in Medicare or Medicaid/TennCare programs.

Response: No

g) _Is presently subject of/to an investigation, regulatory action, or party in any civil or criminal action of which you are aware.

Response: No

h) Is presently subject to a corporate integrity agreement.

Response: No

1) Complete the following chart by entering information for each applicable outstanding CON by applicant or share common ownership; and NA

		<u>Date</u>	*Annual Pro	Expiration	
CON Number	Project Name	Approved	Due Date	Date Filed	Date
	II.				/
	Reports – HSDA Rules annually until the Final Pr				

project remains outstanding until the FPR is received.

- 2) Provide a brief description of the current progress, and status of each applicable outstanding CON. NA
- .G. Equipment Registry For the applicant and all entities in common ownership with the applicant. NA

1)	Do you o	own, lea	ase, ope	erate, and/or	contract wit	h a mobile v	endor for a	a Compi	uted Ton	nography
	scanner	(CT),	Linear	Accelerator,	Magnetic	Resonance	Imaging	(MRI),	and/or	Positron
	Emission	Tomo	grapher	(PET)?						

- 2) If yes, have you submitted their registration to HSDA? If you have, what was the date of submission?_____
- 3) If yes, have you submitted your utilization to Health Services and Development Agency? If you have, what was the date of submission? _____

SECTION B: QUALITY MEASURES

Please verify that the applicant will report annually using forms prescribed by the Agency concerning continued need and appropriate quality measures as determined by the Agency pertaining to the certificate of need, if approved.

Response:

The applicant verifies that Option Care Infusion Services, LLC will report annually using forms prescribed by the agency concerning continued need and appropriate quality measures as determined by the Agency pertaining to the certificate of need.

SECTION C: STATE HEALTH PLAN QUESTIONS

T.C.A. §68-11-1625 requires the Tennessee Department of Health's Division of Health Planning to develop and annually update the State Health Plan (found at http://www.tn.gov/health/topic/health-planning). The State Health Plan guides the State in the development of health care programs and policies and in the allocation of health care resources in the State, including the Certificate of Need program. The 5 Principles for Achieving Better Health are from the State Health Plan's framework and inform the Certificate of Need program and its standards and criteria.

Discuss how the proposed project will relate to the <u>5 Principles for Achieving Better Health</u> found in the State Health Plan.

Response:

Option Care will provide care for our customers in these proposed 28 counties by following the State of Tennessee's Health Plan Under the 5 Principles of Achieving Better Health

A. The purpose of the State Health Plan is to improve the health of the people of Tennessee.

Response:

The timely provision of appropriate, clinical expert services to home health patients is essential to support an uninterrupted continuity of care and to avoid patient deterioration and/or re-hospitalization. This project will allow specialty infusion services to continue to provide home care for patients with chronic and complex conditions.

B. People in Tennessee should have access to health care and the conditions to achieve optimal health.

Response:

The availability of this highly specialized infusion service continues to improve patient access to needed home care services and will provide such service for the 28 additional Tennessee counties requested in this CON. It will allow Option Care Infusion to provide services to optimize the health and condition of Tennesseans throughout all regions of the state.

C. Health resources in Tennessee, including health care, should be developed to address the health of people in Tennessee while encouraging economic efficiencies.

Response:

Option Care Infusion Services, LLC mission is to deliver high quality, cost effective infusion services through trusted partnerships across the healthcare system, resulting in outcomes that make a positive difference in people's lives.

D. People in Tennessee should have confidence that the quality of health care is continually monitored and standards are adhered to by providers.

Response:

The applicant is currently licensed through The Department of Health and is accredited by the Accreditation Commission for Health Care (ACHC). Option Care has an aggressive Continued Quality Improvement program.

E. The state should support the development, recruitment, and retention of a sufficient and quality health workforce.

Response:

The principal location will continue to support the development, recruitment, and retention of its healthcare workforce. This nursing operation offers a full range of medical, financial, and personal benefits; including but not limited to medical and dental insurance, long-term disability insurance, life insurance, retirement planning and investment option, and employee assistance programs for legal, and psychiatric referrals. Additionally, this nursing operation will offer professional training and credentialing assistance for qualified employees.

PROOF OF PUBLICATION

Attach the full page of the newspaper in which the notice of intent appeared with the mast and dateline intact or submit a publication affidavit from the newspaper that includes a copy of the publication as proof of the publication of the letter of intent.

NOTIFICATION REQUIREMENTS

(Applies only to Nonresidential Substitution-Based Treatment Centers for Opiate Addiction)

Note that T.C.A. §68-11-1607(c)(9)(A) states that "...Within ten (10) days of the filing of an application for a nonresidential substitution-based treatment center for opiate addiction with the agency, the applicant shall send a notice to the county mayor of the county in which the facility is proposed to be located, the state representative and senator representing the house district and senate district in which the facility is proposed to be located, and to the mayor of the municipality, if the facility is proposed to be located within the corporate boundaries of a municipality, by certified mail, return receipt requested, informing such officials that an application for a nonresidential substitution-based treatment center for opiate addiction has been filed with the agency by the applicant."

Failure to provide the notifications described above within the required statutory timeframe will result in the voiding of the CON application.

Please provide documentation of these notifications.

DEVELOPMENT SCHEDULE

T.C.A. §68-11-1609(c) provides that a Certificate of Need is valid for a period not to exceed three (3) years (for hospital projects) or two (2) years (for all other projects) from the date of its issuance and after such time shall expire; provided, that the Agency may, in granting the Certificate of Need, allow longer periods of validity for Certificates of Need for good cause shown. Subsequent to granting the Certificate of Need, the Agency may extend a Certificate of Need for a period upon application and good cause shown, accompanied by a non-refundable reasonable filing fee, as prescribed by rule. A Certificate of Need which has been extended shall expire at the end of the extended time period. The decision whether to grant such an extension is within the sole discretion of the Agency, and is not subject to review, reconsideration, or appeal.

- 1. Complete the Project Completion Forecast Chart on the next page. If the project will be completed in multiple phases, please identify the anticipated completion date for each phase. NA
- 2. If the response to the preceding question indicates that the applicant does not anticipate completing the project within the period of validity as defined in the preceding paragraph, please state below any request for an extended schedule and document the "good cause" for such an extension. NA

Attn: To: Option Care-A Walgreens Company	H.
(Advertising) NOTIFICATION OF INTENT TO APPLY I	FOR (Ref No: 1939955)
P.O.#:	
PUBLISHER'S AFFI	DAVIT
State of Tennessee }	
County of Knox }	
Before me, the undersigned, a Notary Public in and for said Zollar first duly sworn, according to law, says that he/she is Knoxville News-Sentinel, a daily newspaper published at K the advertisement of:	s a duly authorized representative of <i>The</i>
(The Above-Refere	nced)
of which the annexed is a copy, was published in said pape	r on the following date(s):
03/07/2018	
and that the statement of account herewith is correct to the belief. Atalu Lollar	best of his/her knowledge, information, and
Subscribed and sworn to before me this March 07, 2018 Rotal & Rongan Notary Public	
My commission expires	20



PERSONAL REPRESENTATIVE (S)

KENNETH W HOLGERT ATTORNEY AT LAW P.O. BOX 1 KNOXVILLE_TN_37901 March 7 & 14,2018

KAREN C DAVES

ESTATE OF KAREN C DAVES

PERSONAL REPRESENTATIVE (S)

AMELIA CROTWELL ATTORNEY AT LAW KN OXVILLE, TN. 37927 3804 March 7 & 14, 2018

ESTATE OF PAUL RAYMOND KITTLESON

PERSONAL REPRESENTATIVE (S) SHERWIN S KITTLESON: AOMINISTRATOR 60) S OAK LANE BLUE GRASS, IOWA 52726 March 7 & 14, 2018

M/seellaneous Notice IN THE CIRCUIT COURT FOR BLOUNT COUNTY, TENNESSEE

in re: Cilfford Reece Baker AMI WHIDDON and MICHAEL WHIDDON, Pelitioners, No. E-27750

ALYSSA JORDAN BAKER, Respondent

ACCASA DUDING ONCY.

NON RESIDENT NOTICE

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This Notice will be published in the Knowille News Sentinel for four suc-cessive weeks

This the 1st day of February, 2018. STEPHENS: OGLE, CLERK & MASTER

Notice Of Foreclosure

NOTICE OF TRUSTEE'S SALE
THIS LETTER IS FROM A DEST
COLLECTOR

NAMES OF INT I MESTED VALUES Althur X. Ouve, Jr. Linda's Davis thei Brad Whilehead Internal Revenue Scrvice

Notice Of Foreclasure

friers! Tax ties against Richard R. and Linda S. Davit. Sairs May 94. 2014. In the designed amount of \$123.673.00, of record us instrument to 80. 2010.532000655, to the Register's Dilice for News County, Testings

Notice Of Fereclasure Natice of Fureciasure

GREGORY D. SHANKS, SUBSTITUTE TRUSTEE Published: March 7, 14 & 21, 2018 ROTICE OF SALE

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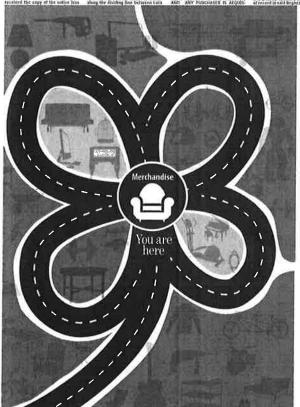
Notice Of Fornchisting

The property here is to foreclosed is described as follows.

THIS IS FOR THE COLLECTION OF A SERT AND ALL INFORMATION SECRIVID WILL HE UNIO FOR THAN FURPOYS. Intersated market: Charles L. Sellers, Change C. Sellers, Wiles Antiqueline Group of C.A.S.Line.

This is to previde efficial mather to Health Services and Development Agency, that in accordance with LC A & Links 1501 et seq., and the Rules of the Health Services and Development Agency, that:

Health Agency
Andrew Jackson Building, 9th Floor
Soz De ederly Maria
Nas with Teatrage 17713



Lucky finds here

Seek and find that unexpected pot of gold. Browse about and be ready to grab it. Your lucky discovery is closer than you think with easy-read Localfieds.





Account #: 24178

Company: OPTION CARE

Client:

Ad number: 92352

PO#: Note:

AFFIDAVIT • STATE OF TENNESSEE • HAMILTON COUNTY

Before me personally appeared Jim Stevens, who being duly sworn that he is the Legal Sales Representative of the CHATTANOOGA TIMES FREE PRESS, and that the Legal Ad of which the attached is a true copy, has been published in the above named newspaper and on the corresponding newspaper website on the following dates, to-wit:

Chattanooga Times Free Press: 03/07/18.

And that there is due or has been paid the CHATTANOOGA TIMES FREE PRESS for publication the sum of \$184.80. (Includes \$0.00 Affidavit Charge).

Sworn to and subscribed before me this date: 03/07/2018

Boyreline Monoueto

My Commission Expires 03/07/2021



400 EAST 11TH ST CHATTANOOGA, TN 37403

TRUE COPY OF PUBLISHED LEGAL AD

Chattanooga Times Free Press

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Development Agency, that Option Care Infusion Services, LLC DBA Vanderbilt HC/Option Care IV Services located at 624 Grassmere Park Dr., Ste 22, Nashville, TN 37211, Home Health Agency owned by Option Care Infusion Services, LLC, with an owner-ship type of Joint Venture and to be managed by: Option Care Infusion Services, LLC intends to file an application for a Certificate of Need for an expansion of home health intravenous specialty care services throughout East and West TN to include the addition of the following countles: Anderson, Bledsoe, Blount, Bradley, Cumberland, and vers in to influence the doubtoon in the rollowing countries varieties, presses product, bracket, centrelland, Fayette, Hardin, Haywood, Knox, Hamilton, Morgan, Hardeman, Jefferson, Van Buren, Lauderdale, Loudin, Marion, McMinn, McNainy, Meigs, Monroe, Polik, Rhea, Roane, Sevier, Shelby, Tipton, Sequatchie, Current CON counties: Bedford, Cannon, Cheatham, Coffee, Davidson, Dekalta, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Maccon, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Smith, Summer, Trousdale Warren, Wayne, White, Williamson, Wilson, Estimated project cost is \$15,000,000. The anticipated date of filling the application is: March 9th, 2018. The contact person for this project is Julie. Koenig, Senior VP-Operations, who may be reached at: Option Care Infusion Services, LLC, 624 Grassmere Park Dr., Ste 22, Nashville, TN 37211, 888-726-0776. Upon written request by interested parties, a local Fact-Finding

Dr., Ste 22, Nashville, TN 37211, 888-726-0776. Upon written request by interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deaderick Street
Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to 17.6. \$6-11-1607(c)(1), (A) Any health care institution wishing to oppose a Ceroficace of Need application must file a written notice with the Health Services and Development Agency and the third in fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is disripally scheduled, and (3) Any other preserva wishing to oppose the application must file vinition objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

Community news

Walnut Grove



Susan Cordova Commun

Our condolences go out to the families of James White and Brenda Lämbert, who

recently passed away Family members, friends and neighbors of these two Grovians will surely miss them. Let us keep these families in our thoughts and prayers as they face the days ahead

The Walnut Grove Heritage Foundation's monthly meeting was a great success They are setting dates in stone for upcoming events such as

Community news

an Easter Egg-stravaganza on Saturday, March 31, starting at 1 p.m which will be at the former school. The annual Heritage Day has been set for Saturday May 5, I will update you on specific times as the

the Heritage Day requires much planning and many vol-unteers. The board members welcome any new ideas that would make the event more exciting and memorable for those who will attend. For those who would like to join the Heritage Foundation, you may come to the next meeting on Monday, April 2 at 6 p.m. and

for a small fee you may join. The Walnut Grove Vulun-teer Fire Department Fish Fry is on Saturday, March 10 from

2-6 p.m. This is an all you can eat fish or chicken meal with all the trimming for one small fee. The proceeds go to the fire department for equipment and the upkeep of the fire hall

They are in need of volunteers to help cook, serve and clean. They appreciate all who help to support the fire department

The men of Lighthouse Pentecostal Church will gather on Sunday, March 11 for their monthly "Men of Honor Breakfast," This event will underway at 8 a.m. During their breakfast they will dis-cuss goals they plan to reach during the next month, and accomplishments from the post month.

Their current goal is to

the church, and outreach pro-grams for the community. The Godly fellowship among the brethren has been extremely

vital as they pursue challenges in 2018. Pastor Ernie Corrlova along with the men who attend the gatherings always enjoy the food and fellowship.

Pastor Cordova and Lighthouse Pentecostal congregation enjoyed everyone who attended their "Soup-er Sunday." During morning ser-vice all members and visitors enjoyedthe Signs of Light Sign Team's music and songs Immediately after worship

and served by the ladies of the clurch. After dinner, two officers, Sgt. Allen Snellingand Patrolman Nick Brock from the Savannah Police Department presented to the con-gregation an "Active Shooter Class" which included a short video presentation.

If there are any local churches that would like to have them come do a presentation for your congregation, contact

them at the Savanuah Police Department at 731-925-3200 I am grateful to SPD for offering such a timely class to those of

our community.

The officers examine the premises and offer expert advice that would better prepare church members with survival skills in case they were to encounter an active shooten.

It has been proven true that when a difficult situation arises you revert back to how you are trained. Should this occur in our church and lives were saved due to these well-trained instructors' presentation, it would be well worth the time spent. The familiar saying, "Better safe than surry," are words to live by.
Birthday wishes go out to

Huberta Allen, Jennifer Lam-bert Okiyama and Diana Bar-rier. We wish them many more years of health and happiness.

Get well wishes go out to soon.

my dad, James Staggs, who is currently in rehab at Savannah Health Care, I want to thank all those who have taken time away from their busy schedules to visit with him,

It's times such as these that you appreciate friends who are a constant in your lives. Some of those wonderful friends are Mike Smith, Barney and Dyna Wilkerson, Rhonda Hanm, Triston Keymon and Amber White, Although they are no blood relation to my dad, they go far and beyond to show love for him. For that I am grateful May God bless you tenfold.

Pastor Timmy Keen of Crossroads Church invited Barney Wilkerson and me to sing during their Sunday night service last Sunday. We enjoyed the spirit-filled atmu-sphere and the fellowship of the congregation. Hopefully, we can visit with them again

Turkey Creek



Donna Young Community

I know everyone is glad to see the sunshine, but we know we also need the rain. We can be glad that God is in control of the weather and not man in control.

David, Dalton, Sherry, Daniel, Gracie, and I visited and sang for the residents at HMCRC on

Tribute residents at HMCRC on Sunday afternuon. I visited with Tammy Abels on Sunday afternoon. The ladies of TCBC fixed a mealforthe Garrard family after

meal for the Garrard lamily after Edua's fineral on Thursday, I enjoyed a phone call from Maxell Gray on Friday, Ray and Linda Whipkey of Vacaville, California and Jenemy Pritigrew and Amanda Lovallo of Depew, New York were here last week visiting with the Gar rard family

PUBLIC NOTICE

I am filing for a 1980 Mercury Bobcat (Red)

VIN#: 0T22A616528 Anyone with proof of claim should contact Rex Wilkerson 920 Hwy 64 Adamsville, TN 38310 by certified mall, return receipt requested within 10 business days from this publication.

PUBLIC NOTICE

I am filing for a 1998 Honda Nighthawk (BIACK) VINF: JH2RC380XWM60080

Anyone with proof of claim should contact Floyd Presiey 2205 Glendale Rd.

Adamsville, TN 38310 by certified mail, return receipt requested within 10 business days from this publication.

SAVANNAH HEALTHCARE & REHAB CENTER

1645 Florence Rd., Savannah, TN 38372

731-926-4200

1645 Florence Rd., Savannah, TN 38372
731-926-4200
Open Admission Policy
It is the policy of Savannah Healthcare & Rehab Center to admit and to freat all patients without repard to race, color, gender, national origin or disability. The same requirements for admission are applied to all persons and patients are assigned within the facility without regard to race, color, national origin or disability. There is no distinction in eligibility for, or in the manner of, providing any patient service by or through this facility. All patients will be addressed by courtesy titles unless it can be documented that they prefer being addressed otherwise.

All persons and organizations having occasion to either to the nursing home are advised to so without regard to a patient's race, color, gender, national origin, or disability. This facility, in compliance with Title VI of the Civil Rights Act of 1944 and Section 504 of the Rehabilitation Act of 1973, is non-discriminatory in its admission policy with regard to race, color, gender, national origin, or disability, whedical records, services, and physical facilities are available to patients without discrimination as to race action gender, national origin, or disability is accessible to all patients, visitors, and representatives of the public, including individuals with regard to an origin, or disability, begins are granted on a non-discriminatory basis.

The physical facility is accessible to all patients, visitors, and representatives of the public, including individuals with reprovident have been made for the hearing impaired and the blind. The facility welcomes inquiries from qualified persons with disabilities seeking employment.

Patients have the right to choose or change their person-direction. The facility has policies and procedures to insure that the health care of each patient is under the continuing supervision of a physican.

PUBLIC NOTICE

All Hardin County Convenience Centers will begin staying open until 6:00 p.m. daily on Sunday, March 11, 2018

ADVERTISEMENT FOR BIDS

Project No. 11223 City of Savannah, TN (Owner) Separate scaled bids for 2016 CDBG Facade Improven Separate tested by the Separate Project for Initial demolfillon and renovation work to building facades in downtown Savanna's will be received by Tom Smith at the office of Project Manager in Savanna's City Hall until 2:00 p.m., C.S.T. on March 22, 2018, and then at said office

City Hall until 200 p.m., C.S.T. on March 22, 2018, and then at each office publicly opened and resid aloud. The Information for Bildders, Form of Id., Form of Contract), Plane, Specifications, and Forme of Bild Bond, Performance and Payment Bond, and other contract documents may be examined at the following: Savannah (Dly Hall, 140 Main Steer, Savannah, TN 88372.

HFR Dosign, 110 M, Liberty Steet, Lockson, TN 88301.

West TN Plane Room, 439 Arrayse Bird, Jackson, TN 83301.

Copies may be obtained at the office of Tom Smith - Savannah Project Manager locked at City Hall, 140 Main St, Gavannah, TN 93372 upon payment of \$25.00 for each set, Any unscreasful bilder, upon returning each eat promptly and in good condition, will be refunded his payment, and any non-bidder upon or strikming euch as a will be refunded \$0.00. The owner reserves the right to walve any informatities or to reject any or all bilds.

all lidds. Each bitder must deposit with his bild, security, in the amount, form and subject to the conditions provided in the information for Bidders.

All bidders must be itemated General Coloractore as required by the Contractor's Learning Act of 1981 of the General Acceptancy of the State of Tennesses, and qualified for the type of acceptancies being bid upon. Almethod or bidder is particularly eight of the requirements as to occultions of employment to be observed and minimum wage rates to be paid under the contract, Section 5, Segregated Facility, Section 1991 and E.O. 19166. No bidder may withdraw his bid witting 60 days after the actual date of the opening thereof.

No bidder n opening the

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 at seq_o , and the Rules of the Health Services and Development Agency

RE LIC DEA Various SE HCADybur Cale IV Sanitive located at 624 Galatemers Park Dy, Sta 22, National, TN 3721
(Facility Type Lateling)

owned by: Option Care Infusion Services, LLC, with an ownership type of Joint Venture

and to be managed by: Option Care Infusion Services, LLC intends to file an application for a Certificate of Need

Rhae, Roane, Sevier, Shelby, Tipton, Sequalchie, Current CON counties: Bedford, Cannon, Cheatham, Coffee, Davidson, Dake'b, Dickson, Frenklin, Gilea, Grundy, once Lewis Lingoln, Marcon, Marshall, Marry, Vocacumery, Vocacumery, Assess, Robotson, Burnellow, Earth, Summer, Thesediss,

Warren, Wayne, While, Williamson, Wilson. Estimated project cost is \$15,000.00

The anticipated date of filing the application is: March 9th , 20 18 Senior VP-Operations The contact person for this project is Julia Koonig

who may be reached at: Option Care Infusion Services, LLC 624 Grassmere Park Dr. Ste 22 726-0776

TN 37211 (Zp Code) 888 / (Avas Code) Upon written request by Interested parties, a local Fact-Finding public hearing shall be conducted. Written requests for hearing should be sent to:

Health Services and Dovelopment Agency Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution withing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (8) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

ADVERTISEMENT FOR BIDS

WASTEWATER TREATMENT PLANT IMPROVE SAVANNAH, TENNESSEE Separate seated BIDS for the construction of Wastewale of Improvements for Bavannah, Tennessee, will be rece Separate analod BIOS for the construction of Wastewater I realment Plant Improvements for Earnman's Transease, with the recordered Siz-vannah City Hall, 140 Main übeet, Savvinnah, Tennessee 30232, un-til 1000 AM. Central time. March 12, 2018, a which time and place they will be publishy opened and read about. Bids being maintel of this work, Var he U.S. Postal Render on strapped that a particle children service, Var he U.S. Postal Render or strapped that a particle children for the particle of the service of the service of the service of the formation. In the service of the service of the service of the Bids delivered using the U.S. Postal Service or a packet delivery per an inside sealed envelope with all required information described hard-naline listed on the service post with all required information described hard-naline listed on the service service with all required information described hard-naline listed on the service service with all required information described hard-naline listed on the service service with all required information described hard-naline listed on the services with all required information described hard-naline listed on the services with all required information described hard-naline listed on the services with all required information described hard-naline listed on the services with all required information described hard-naline listed on the services with all required information described hard-services.

CONTRACT 17-01 INFLUENT FORCE MAIN REPLACEMENT mately 600 L.F. 16-inch DIP force main installed by oper

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 All required by-pass pumping.
 Secribed in the Databed Specifical
for constitution for
 was hore s alfolled time for construction for this contract is 30 calends Liquidated damages are two hundred dollars (5500,60) per cal

dar day. The CONTRACT DOCUMENTS may be examined at the following

ris: B_s Wauford & Company, Consulting Engineers, Inc., 60 Volum outward, Jackson, Tennesses 38305

Wauford & Company,
Consulting Engineers, Inc, localed at 60 Voluntaer Boulevard, Jackson, Tennosaca 38,955 upon a non-refundable payment of \$100,016 is on, Tennosaca 38,955 upon a non-refundable payment of \$100,016 is one of the other of the other payment of \$100,016 is one of the other payment of \$100,016 is one of the other payment of \$100,016 is one of the other other of the other oth

and subject to the co-density plotwood in the initiations on biodium's. All bidders must be licensed general continations are squited by the Contractor's Licensing Act of 1994 of the General Assembly of the State of Tennassea, and qualified to the typ of construction being bid upon. Each bidder shall write on the outside of the envolope containing his bid in scontactor's license number, the expiration data, and that part of the classification applying to this bid. If this is not done, the bid will not be opened.

Each Bidder shall abide by the provisions of TCA 62-6-119(b) which

classification applying to this biol. If this is not done, the bid will not be opposed.

Each Bidder shall alide by the provisions of TCA 82-8-119(b) which estitiate in part.

Each Bidder shall alide by the provisions of TCA 82-8-119(b) which estitiate in part.

Each Bidder shall alide by the provisions of TCA 82-8-119(b) which estitiate in part.

In the or comparable bid documents what dired that the name, it censes unumber, orphistion date hereof, and forme classification of the conductors applying to bid for the prime combact and for the imasonry over \$100,000] elsection, putnibugh, estation, and air conditioning contractly, and for each varieties closed floop geothermal heating and cooling projects, the company name, Tennassee department of environment and conservation license mumber, classification (0, 1, or 41, 1) and the expiration date, appear on the outlide of the overlepot containing the bid docegli when the bid is in an amount least than twenty-vive thousand dollars (\$25,000) (masonry over \$100,000). When the bid is not an amount least than twenty-vive brousand dollars (\$25,000) (masonry over \$100,000). When the bid is not an amount least than twenty-vive brousand dollars (\$25,000), the came of the contractor only opening the amountage, I select bid lie in vacces of twenty-vive brousand dollars (\$25,000), the came shall automatically be despitalisted, (may one of the contractor only opening the amountage, I select bid lie in vacces of twenty-vive decountered dollars (\$25,000), the came shall alide and the envision contractor bid does who are to perform the electrical, plumping, heating, verillation and air conditioning or the spellments heating and cooling must be a contacting the twenty of the every selection of the provision of the provision of any opening the amountage of the transport of the provision of the provision of the provision of the severing person or only two necesser dates and the condition of the provision of the provision of total provisions of the provision of total provisions of th

solid law, In compliance with TGA 12-4-126(a) and (b) the ENGINEER will not lissue addenda less than forty-olght (48) hours before the bid opening date and time; further, any questions concenting the bid documents shall be received by the ENGINEER before ninely-six (48) hours prior to

shall be received by the BMQNEER before ninely-six (98) hours prior to the bid opening date and time.

All biddere shall comply with all providen of TCA 12-12-108 as It relates to estification of complemene regarding the time Divestment Act. The Contractor shall complete the Statement of Complemene Cartificate Iran Divestment Act. and submit I with inheirs bid. The Contractor shall complete the Statement of Complemene Cartificate Iran Divestment Act and submit I with inheirs bid. The Contractor shall be respinebile for any oil its Subcontractor's compliance with said law. The successful bidder shall be required to hirrish bids han acceptable Performance Bond and Payment Bond each in the amount of one hundred perior (100%) of the Contral price from a swipt company issted profession and price time a swipt company issted in the amount of the price of the swipt of the contractor of the price of the swipt of the contractor of the contractor of the swipt of th

COBBBRY SAVANNAH, TENNESSEE (a) Honorable Bob Shull Mayor

SPORTS

AJHS Cards defeat Alcorn

Plunk tosses no-hitter



Adamsville 8th grader Carson Plunk tossed a no-hitter in Adamsville's 5-0 win over Alcorn Central Middle School Taxt Tuesday. Plunk struck out 9 batters and only walked 2 in the five-inning contest.

The Adamsville Jr. Hlgh baseball team traveled to Alcorn Contral last Tuesday and cause away with a 5.0 win over the Golden Bears. Casson Plunk idin't allow a single hit as the young Cardinals defeated Alcorn Middle 5-0, Plunk struck out 9 batters and walked 2, while facing only 17 hitters in 5 innings. innings. Duke Samples led the

offense with 2 hits and 2 RBIs. Kaleb Graham, Harrison Way, Will Heath, and Will Bargas each added a hit.

Cardinal IV Alcorn Middle JV 1

Adamsville's JV team won their game by the score of 8 - 1. Health, Samples and Hayden Hunt combined on the rubber just allowing 3

hits and 1 walk while strik-ing out 6.
The offense was led by Logan Spencer, Ashton Duke, and Austin Finley with a hit each.

Cards sweep Hornsby

On Saturday, March 3rd the Cardinals took on Hornsley and won two games by scores of 17-0 and 5-1. Wes



Adamsville's Duke Samples had 2 hits and 2 RBis in the Cardinals' win over Alcorn

the first game.
The game was called after The game was relled aftern Jimings because of the run mle, Butler struck out, 2 and walked 2. (Sraham attuck out 2 and walked 2. (Sraham attuck out 2 and walked 2. In our inning of work. The offense pounded out 12 kits.

Carter McLemone, Will Heath, and Will Bargas each collected 2 hits. Logan

The Jointor Varsity in the second game came with some strong pitching also. Braden McLemore, Matthew Mecke, Braxton Enzor, and Ashton Duke combined on holding Horusby to one run.

Luckett, Hayden Hunt, Carson Phuk, and Gizham each added hits.

Cardinal IV 5
Hornsby IV 1
The Junior Varsity in the second game came with tome strong pitching also. Braden McLemorr, Matthew Meck, Braxton Enzer, and Ashton Duke cutting on holding and the second game came with tome strong pitching also. Braden McLemorr, Matthew Meck, Braxton Enzer, and Ashton Duke combined on holding

Spring

Adamsville's baseball team will travel to Lexington on Monday to open the season with a district gone agents the Tigers at 5 p.m.
Lexington will play at Adamsville on Thesady at 6 p.m. in softball the Lady Bobeats open their season on the mod with an away district game at Jackson South Side on Monday at 5 p.m.

the road with an away district goine at Jackson South Side on Montaly at 5 p.m.
The Lady Bobacts will visit Scotis Hill on Thewally for another District 14-AA game, another District 14-AA game, and the District 14-AA game will be a south of the south o

Adamsville will host McNalry Central in tennis action to open the season on March 12th, Good linck to all the athletes and coaches in the 2018 spring sports

Get Lower Advertising Rates

In The Newspaper With The Best Quality. They'll see your ad clearly.

Call the McNairy County 645-7048



AHS senior pitcher Allen Wells will have several college scouts watching him this season.

BRIDGE CLOSING

Sticine Rd. over Muddy Creek will be closed for bridge repairs beginning Monday, March 12, 2018 through Thursday, March 15. 2018. Alternate routes will be Smith Store Rd. on the north side and Ridge Rd. on the south side.



24 Hour Wrecker Service

3926 Hwy. 45 S. Selmer, TN 731-645-5353

4-Wheel Alignmenta Insurance Claims Welcome!



MCHS senior pitcher Peyton Childers will be one of the keys to the Bobcats' success

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED NOTIFICATION OF INTEXT TO APPLY FOR A CERTIFICATE OF NIEED.

This is to provide official notice to the Health Services and Development Agency and all interested parties, in accordance with T.C.A. § 68-11-1601 et sey., and the Rules of the Health Services and Development Agency, that: Option Care Infusion Services, LLC
DBA Vandrebit HC/Option Care IV Services located at 676 drostmere Park Dr., Ste. 22, Nashville, TN 37211, Home Health Agency owned by: Option Care Infusion Services, Nearythie, IN 3/211, 10000 Lethin Agency owned by Option Lethin Agency of the LLC, with an ownership type of Joint Venture and to be managed by Option Care Infusion Services, LLC intends to file an application for a Certificate of Need for: An expansion of home health intravenous specialty care services throughout East and West TN to include the addition of the following counties: Anderson, Blotson, Blount, Bradley, Cumberland, Fayette, Hardin, Haywood, Knox, Hamilton, Morgran, Hardeman, Jefferson, Van Buren, Lauderdale, Loudon, Marion, McMinn, McNairy, Meigs, Monroe Jefferson, Van Buren, Lauderdale, Loudon, Marion, McMain, McNain, Meiga, Monroe, Polk, Rhea, Roane, Sevier, Shelby, Tipton, Sequathica, Current CON counties: Bedford, Cannon, Cheathum, Coffee, Davidson, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Mucon, Marshall, Maury, Moulgomery, Moorie, Perry, Putrman, Robertson, Rutherford, Snidth, Sumner, Trousdale, Waren, Wayne, While, Williamson, Wilson, Estimated project cost is \$15,000.00. The anticipated date of filing the application is March 9, 2018 The contact person for this project is Julie Koonig, Senior VP-Operations who may be reached at: Option Care Infusion Services, LLC 624 Grassmere Park Dr. Ste. 22, Nashville, TN 37211 888/726-0776.

Upon written request by interested parties, a local Pact-Finding public hearing shall be onducted.

contineers.
Written requests for hearing should be sent to:
Health Services and Development Agency
Andrew Jackson Building, 9th Floor
502 Deadorick Street
Nashville, TN 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. The punished Letter or intent must comain the following statement pursuant in 1.25 g 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a writton notice with the fleath Services and Development Agency no later than filten (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled: and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the services and Development Agency at or prior to the consideration of the pplication by the Agency

The Commercial Appeal Affidavit of Publication

STATE OF TENNESSEE COUNTY OF SHELBY

Personally appeared before me, Glenn W. Edwards, a Notary Public, Helen Curl, of MEMPHIS PUBLISHING COMPANY, a corporation, publishers of The Commercial Appeal, morning and Sunday paper, published in Memphis, Tennessee, who makes oath in due form of law, that she is Legal Clerk of the said Memphis Publishing Company, and that the accompanying and hereto attached advertisement was published in the following editions of The Commercial Appeal, to-wit:

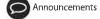
March 7, 2018

Subscribed and sworn to be the me this Jth day of March, 2018.

Slew W. Edward ANT Notary Public

My commission expires January 20, 2020

Correccial Appel Memplis





Real Estate Commercial

















Services Offered























FRANK & ERNEST By Bob Thaves



BORN LOSER BY ATT and Chip Sansom

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LET GOOD! NOW, CAN YOU
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Personals

Employment

Domestic Help

LADY LOOKING TO CARE FOR THE ELBERLY, DAYS, EVENING OR OVER NIGHT. ALSO CLEAN HOUSES, EXPER. & REF. CALL: 901-644-6669

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Affordable Caregiver Full time \$16/hr. Part time 6/hr-5 hrs or more. 15 year perience. Excellent refe ces. Clarice. (901)687-4445 ARE YOU IN NEED of an Eldercare Provider Days, Evenings and Oversight, 24 hrs. Excellent references 901-405-2429 901-446-2467

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(3)

Business Opportunities



3910 S. Perkins Cut Off Rd, \$1000 down required Mphs, Th. 38118



Legal Notices

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State of Tennessee
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Notice of Brownfiled Voluntary
Agreement Pursuant to I.C.A.
§ 68-212-224 and Approved
Administrative Sattlement
Pursuant to 43 U.S.C. § 9813(f)
with Respect to Property
Incated at 116 54, Paul Avenue,
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CABINETS-WINDOWS

Ceramic Tile49¢ ff. 4x8 1/2" Shoetrock... \$9.05 8"x12' Tex. Siding..., \$4.95 LUMBER IN STOCK

140 SCOTT STREET + 374-3833

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1/2 x 4/8 Plywood \$10.05
90 lbs. Roll Roofing \$18.88
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SUBSTITUTE TRUSTEE'S SALE

Legal Notices

NOTIFICATION OF INTENT TO APPLY FOR

A CERTIFICATE OF NEED
ovide official notice to Hostilli Services and
n accordance with T.C.A & 6E-11-1601 et seg

NOTICE TO CREDITORS

Estate of BERNICE ED-WARD CRAIN, deceased, Notice is hereby given that on the 1st day of Merch, 2018, letters testementary (or of ad-ministration as the case may have in respect of the estate of BER-NICE EDWARD CRAIN, who died January 18, 2018 were la-sued to the undermixed by the

NICE EDWARD CRAIN, who died January 118, 2019 kwers is evided January 118, 2019 kwers is died October 10, 2017 wet eine died october 10, 2018 wet eine died

received an actual copy of the notice to credition at least sixty (60) days before the date that is four (4) months from the date of the first publication (or poeting), or (1). Bixty (60) days from the date the creditor received an actual copy of the notice to creditions that caroliar received the copy of the notice less than sixty (60) days per creditor structured the copy of the notice less than sixty (60) days per point to the date the creditor received the copy of the notice less than sixty (60) days per point to the date that is four (4) months from the date of the copy of the notice less than sixty (60) days per point to the date with the complex of the creditor received the copy of the notice less than sixty (60) days per point to the date with the creditor received the copy of the notice less than sixty (60) days per point to the date with control of the creditor received the copy of the notice less than sixty (60) days per point to the date with the creditor received the copy of the notice less than sixty (60) days per point to the date with the creditor received the copy of the notice less than sixty (60) days per point to the date with the creditor received the copy of the notice less than sixty (60) days per point to the date of excellent from the creditor received the copy of the notice less than sixty (60) days per point to the date of excellent from the date of

Ellen Crain Thomason Monly Carson McWilliams Co-Executors

William Dan Douglas, Jr. Attorney for the Estate Linda Summar Clerk 8-21p

NOTICE TO CREDITORS

TO CREDITORS

Ealale of JOHN ANDREW
GADDY, discussed,
Notice to heraby given that
on the 1st day of March, 2015,
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Lark DeWayne Gaddy Executor (or Administrator) Rebecca S. Mills Attorney for the Estate Linda Summar Clerk

NOTICE TO CREDITORS

Estate of HARRELL A. NATION, deceased

States of HARRELL A, (500), of so four MATION, decased.

Notice is hareby given that con the stat day of March, 2016, elettors teatermentary (or of administration as the case and the man and the clarks of the man with the clarks of the man with the clarks of the man and the clarks of the man and the clarks of the man and the distinct of the man and the clarks of the man and the distinct of the man and the man a

nolice to creditors at least sixty (60) days before the date that is four (4) months from the date of the first publication (or post-

of the first publication (or posi-ing); or (9). Skty (60) days from the date the credifict received an actual copy of the notice to credificts (10 km credifict) received the copy of the notice less than skty (60) days prior to the date that is four (4) menths from the date of first publication (or posi-ing) as described in (1)(4); or, (2) Twelve (2) months from the decodent's date of death, This 1 et day of March,

This 1st day of March.

Jimmy Nation Executor

William Dan Douglas, Jr. Attorney for the Estate Unda Summar Clerk

Don't Breed or Buy **Homeless Die**



YARD SALE

Friday, March 9th 8 a.m.-???

1201 Dry Hill West, Ripley

New and Used. Clothing, summer clothing, the Easter stuff, and lots of odd and ends.

ACCEPTING BIDS

Concord United Methodist Church and Cemetery is accepting bids on grass cutting of the church cemetery for 2018. Contact Sandra Dyson at 731-676-0374 for applications. All donations are excepted for the upkeep of the cemetery.

NOTICE

B & L Rental will auction the contents of the following storage units Saturday. Murch 17th, beginning at 8 a.m. at 203 Drake Street and then 9 a.m. at Gates

Units to be Sold: Alexander, Rosalind B26 & B20

Baltimure, Donnell #9 Bilskey, Tina F14 Boone, Virginia T21 & T22 Biown, Cossu FI22 Cason, Tring G4 Debeny, Joan B9 & B12 Dewalt, Gwendolyn R18

Dickerson, Deandre T6 Greer, Lisa B29 Hennung, Erica C20

Lherault, Larry C5 McKnight, Christopher A7 Mitchell, Mury Jane C34/35 Moore, Felix #15 Putrick, Monica T2 Philbrick, Shown H8 Sanders, Melissa A2 Toomes, Autonio C50 Wilder, Detearia R29 Young, Kowenda F6

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED This is to provide official notice to the Health Services and Development Sgency and all interested parties, in accordance with T.C.A. 5 65-11-1601 of e.g., and the Rules of the Health Services and Development Agency, that Option care Influsion Services, LLC DBA Vanderbill HCD0ption Care IN Services Sected 6, 625 Gensaring Fart Dr., Ste 22, Nashville, TN, S7211, Home Health Agency owned by Option Care Influsion Services, LLC, with and ownership type of Joint Venture and to be managed they Option Care Influsion Services, LLC, with and ownership type of Joint Venture and to be managed by Option Care Influsion Services, LLC, with and ownership type of Joint Venture and to be managed by Option Care Influcion Services, LLC intends to file an application for a Certificate of Need for expansion of home health intravenous specialty care services throughout East and West TN to include the addition of the following counties: Anderson, Bledsoe, Blount, Bradley, Cumberland, Fayette, Hardeman, Jefforson, Van Buren, Lauderdale, Luedon, Marton, McMann, MoNairy, Meiga, Monroe, Pock, Rhee, Roame, Sevier, Shelby, Tipton, Sequalchie, Current CON counties: Bedford, Cannon, Cheatham, Coffee, Davidson, Dekalb, Dickson, Franklin, Olles, Grundy, Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoh, Macon, Marshall, Maury, Mortigomery, Moote, Perry, Pobram, Rebeston, Rotherford, Smith, Joseph Collo, On. The anticipated date of fising the applicablen is March 9th, 2011. The contact person is for this project 15 Julia Keandj, Sandro VP-Operations, who may be reached at Option Care Indusion Services, LLC, 824 Grassmere park Dr. She 22, Washville, TN, 37211, 886-725-0776.

itten request by interested parties, a local Fact-Finding public hearing shall be con Written requests for hearing should be sent to:

Health Services and Developmental Agency Andrew Jackson Building, 6th Floor 502 Deaderick Street Nashville, Tennesses 37243

The published Lotter of Intent must contain the following pursuant to T.C.A. § 88.11.1807(c (1). (A). Any health care institution wishing to oppose a Certificace of Need application must file a written notice with the Health Services and Development Agency no later than file (15) days before the regularly actualised Health Services and Development Agency meeting at which the application is originally scheduled; and (3) Any other prison wishing to oppose the application must file written objection with the Neath Services and Development Agency at or prior to the consideration of the application by the Agency.

WALTON'S TIRE

24 Hour Wrecker Service

CONTACT JUSTIN AT 731-413-0799



731-903-5082 • 231 S. Church St., Halls • 731-903-5083

YPTO Determine the code to reveal the answer!

Solve the code to discover words related to singing. Each number corresponds to a letter. (Hint: 4 = e) 17 19 12 13 4 19 7 4 B. lane C. nates 6 12 13

WORD SCRAMBLE

Rearrange the letters to spell something pertaining to singing.

RABHET

quiang sameny

I am a comic actor born in New York on March 14, 1948. Although I was issued a scholarship to play baseball in college, I ultimately pursued a career in comedy. I am known for my movies and for hosting the Academy Awards nine times.

Course bree

WINDERE SEARCH

YSRRLANATGAOGAIICUFH

WORDS

ACCOMPANIMENT ADDICTED ALTO ARIA AMPEGGIO BALLAD BALLAD BELTING CHEST DIAPHRAGH

Sparta Expositor

POB 179

Sparta, Tennessee

931-836-3284

Thursday March 8, 2018

To Whom It May Concern

Re: Option Care legal placement

This letter is to advise all parties that Valarie Hancock of Option Care submitted all material for the legal notice that was to run March 8, 2018 in a timely matter. The ad failed to run due to a computer glitch.

The ad will be re-scheduled to run on Monday March 12, 2018.

I have attached a sworn affidavit that what I explained above is true. I will forward all tear sheet and a Proof of Publication to Valarie Hancock of Option Care as soon as the paper is published.

James R. Shanks

Publisher

Sparta Expositor 931-836-3284-office

931-808-5044-Cell

amelia amy) S. Vinson Commission Expires: 5/25/20

JBLIC NOTICES

NOTICE OF TRUSTEE'S SALE

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NOTICE OF MEETING

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NOTICE TO CREDITORS

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of said Hill tract 153 feet to a stake, dience West 60 feet to a stake; thence in a Southwesterly direction with existing feine about 123 feet to a stake in the North margin of said mad; thence with the North margin of said road; thence with the North margin of said road in Southeasterly direction alroad 110 feet to the point of beginning ALSO KNOWN AS: 11195 Poo-

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NOTICE OF FORECLOSURE

SALE

STATE OF TERMINSEE, HANSTATE STITUTE AUTORY, AND
STATE STATE OF TERMINSEE, HANWOOD COUNTY

WHEREAS, Lakshu A. Jone:
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SUJHANY AVENUE, BILING THE
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BEING THE SAME PROPER BEING THE SAME PROPER TY CONVEYED TO LANGISH M JONES FROM MEL MARTINEZ SUCRETÇARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON D. C., IN DEED HOUSING AND MEMORIAL PROPERTY OF WASHINGTON D. C., IN DEED DATED 6/24/2003 RECORDED

4360 Chamblee Dunwoody Road. Allanta 14A 30311

PH; 404-789-2661 FX: 104-294

NOTICE TO CREDITORS

NOTICE TO CREDITORS
a verquired by TLA \$Bes-2-06
Beaute of Johnny Glynn Borch. Derrawd
Case Number 2010-IR-Re
Number is bretchy given that on February 28, 2010, Heters of
administration in respect of the cutture of Johnny Glynn Parch,
who ded Jamany 4, 2010 were based to the undersigned by the
flaywood Gunung Chancey Comm. All pressure, resident and
notes cident. Institute that were based to the undersigned by the
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(1) (A) Four (1) months from the date of the first publication
of themselved file or cellule received an actual cope of this society
to creditors at Jean sixty 600 days before the first publication; or
10. Stay 566 days from the date of the first publication; or
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nemal copy of the notice to credition. If the recition received it copy of the notice to credition. If the recition received the copy of the notice less than 4xxy (60) days prior to the date that I four (4) months from the date of the first publication as described.

our (4) mounts used are the first of the decedent's date of death, (2) = "Twelve (12) months from the decedent's date of death, (2) = "twelve (12) months from Estate must come forward at All persons indebted to the above Estate must come forward and make proper settlement with the undersigned at once

Stratt Levy, Clerk & Mass Haywood Chancery Court Justice Complex 100 S. Dupree Brownwille, TN 31012 (731) 772-0122

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED
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NOTICE TO CREDITORS as required by TCA \$43±.24116. Classels Edward Austin, December Classels Edward Austin, December Classels Mindred Austin, December Classels Mindred Austin, December Classels Mindred Austin, December Notice in Interley priven that on Plensury 82, 2018, letters testamenary in respect of the classe of Charle. Edward Austin, what died Apple 22, 2017 were loaned to the undersigned by the Harvoord County. Chattery, Courte. My persons, resident and none-radiental hiering fairins, natured or unmatured, against the Harvoord County Chattery. Courte. My persons, resident and none-radiental hiering fairins and with the Clerk of the abovenatured Count on as before the count of the Art but abovenatured Count on as before the count of the Art but as the prescribed in Use (22), otherwise thirt claims will be fore on thoract. 1. A. Part of Humanti form the date of the true publication of this notice if the realistic received an actual cappy of this tunitie to rendition as tenses shay (30) days player to that as from 27, months from the date of the credition received the capps of the number to residicas if the credition received the capps of the number to residicas if the credition received the capps of the number to residicas if the credition received the capps of the number to residicas if the credition received the capps of the number to residicas if the credition received the capps of the number to residicas if the credition received the capps of the number to residicas if the credition received the capps of the number to residicas if the credition received in (11) to the country of the number of the country of the number of the number of the credition received in (11) the country of the number of the credition received the capps of the number of the number of the number of the credition received the capps of the number of the date of the final publication in described in (11) the number of the number Twelve (12) months from the decedent's due of death, All persons indebted to the above Enale must come forward and make proper settlement with the undersigned at once

Sarah Levy, Clerk & Master Haywood Chancery Court Justice Complex 100 S, Dupo ce Brownsville, TN 38012 ,731) 772-0122

PURSUANT TO T.C.A. 66-31-105 ENFORCEMENT OF SELF STORAGE **FACILITY LIEN**

Notification is given this date the contents of the following warehouses will be sold to satisfy the owner's lien at Mnin Street Storage: 799 East Mnin Street, Brownswille, TN 38012. To be sold at 9:00 ann, on March 21: 2018.

3 13 / 34 5	Anthony Cole
360	Sandi Suced
361	Andrew Douglas
430	Juanne Montgomery
139	Shuronica Bond
506	Monica Maclin
507	Tracic Collins
512	Michael Fox
516	Monica Blue
524	Stephanic Sloan
565	Javion Jones
502	Terrance Huddleston
386	Lawanda Buendia
708	Jayme Hafford
709	Dalc Lovell
717	Carrol Krueger
718	Jeffrey Sniper
738	Patra Cooper

REQUEST FOR **PROPOSALS**

Brossistille Energy Authority (Duner)
Separate solded proposals for the replacement of the Separate solded proposals for the replacement of the Brossistille Energy Authority SCADA as yourn will be received by Mr. Regie Cartellase PR. at the office of Brossistille Energy Authority 25 North Ladayette Avenue, Brossvoille, TN 30012 until 2010 viclosk PMs, Misch 22, 2018
There will be a Transfactory PeerProposal most logical and the Dupree Water Treatment Plant, 1189
South Dupree Ave, Provonaville, TN 30012 at 2000 p.m.
March 13, 2018.
The Information for Populous, Priced Pymposal Forus.

The Information for Proposers, Priced Proposal Form, cope, and other documents may be examined at the

oving: Wauford & Company, Consulting Engineers, Inc., 60 untere Brutevard, Jackson, Termessee 30305

Brownsville Energy Authority, 25 North Lalayette Avenue, Brownsville, UN 38012

Cupres may be obtained at the office of JL Windfurd & Company, Considing Bogoneces, but, because as 60 Windows and Boulevard, Jackson, TS 84,90%, Constant Scott Doubl, PE, in Antidigin vention Leon of (73) is find-1923.

The nowner coveres the right to warve any informalities or to reject any or all proposals. No proposer may withdraw this proposal within 60 they after the actual date of the spening thereof.

Imployment Opportunity Commission (EEOC) 1801 L Street, N.W. Washington, DC 20507

Regic Castellaw, P.E., General Manager

INVITATION TO BID

Hardeman County Health Genter (HCGHC)
is now accepting sealed bids
on the following:

Construction of a Parking Lot

The proposed parking for should be constructed of Aspliab and able to accommodate 40 parking spaces with some Driving room

This parking area will be off of our present drivesway entrance at 620 Nuckolls Rd Bolivar, TV 38009 Phone 721 + 1550-3300 or 731-639-3114 or 731-212-1000

Bid surcitications are available from Dhouary 23, 2018

until March 9, 2018 at 10AM

All hids must be sealed and properly marked.

Questions regarding this project should be directed to Robert Davis, Jr at use of the above transfers

HCCHC reserves the right to refuse any and all bids

The Hardenian County Community Health Genter is an Equal Opportunity Provider and Employet.
To file a complaint of discrimination, write; U.S. Equal employment Opportunity Commussion (EEOCs: 1801 L Succt. N.W. Washington, DC 20507

COUNTY JOURNAL, INC.

Darrell Teubner, Owner/Publisher PO Box 438 * 200 E. Market St., Ste., B. Bolivar, TN 38008 731.658.7328 * Fax 731.658.4320

Darrell Teubner, being sworn, makes oath that he is the publisher of the Bolivar Bulletin Times, a weekly newspaper, published by County Journal, Inc. in Hardeman County, Tennessee.

A (an) Legal Notice	%) =v==1=
Appeared in said newspaper consecutive week(s).	
To wit: MARCH 8 2018	
And that a true copy of said notice is attached.	5
This day of MARCIS 2018.	
Darrell Teubner, Publisher State of Tennessee Notary Public	
Sworn and subscribed before me:	
This 8 day of March, 2018	
Notary Public 2	, 5
My commission expires $\frac{1}{3}$ $\frac{1}{2022}$. The cost of this legal is $\frac{178}{2}$	

LEGALS

SUBSTITUTE TRUSTER'S SALE
Sale of public anchon will be on May
2.03 for 10.09 am. Soci mue, at the
word does of the Handerman County
Courthouse, 100 Morth Main Stoock
Courthouse, 100 Morth Main Stoock
Courthouse, 100 Morth Main Stoock
of Time executed by Jamon M. Perry
A. Hanner Title & Escruer — Th,
as Trustee for Generation Mortgage
Company dated Replembo 21, 20.99, of
record in Doad of Trust (82, Page 364,
in the Register's Office for Unacon
County, Temescace ("Doed of Trust"),
pointing the proposition of the County
Inviting been appropriate Substitute
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Part C SUBSTITUTE TRUSTEE'S SALE

strustee
Other interested parties: Heirs of unes N Perry, Secretary of Housing and Urban Development, RoundUp,

James N. Peny, Seendary of Housing and Urban Development, RoundUp, LTD.

The hereinatter described real property located in Hardenian County will be said to the highest call bidde subject to all unpaid taxes, prior fleras and commbanances of record

Logal Description Lot # 22

Logal Description Lot # 25

SUBDIVISION beginning at a slake on south margin of Hollywood Drive, the NE3 comet of Lot # 02, russ thence est 100 feet with said Hollywood Drive, the NE3 comet of Lot # 02, russ thence south 200 feet with Lot # 31 and thence wast 100 feet with Lot # 31 and thence wast 100 feet with Lot # 31 and # 30, thence north 200 feet with Lot # 31 and # 30, thence marked 100 feet with Lot # 32 and thence wast 100 feet with Lot # 32 and the point of Segmenna, containing 20, 300.

9 30, theree multi-2011 feet with Last 23, point of beginning, containing 20, 20, point of the property (S. S. Berkell, S. B. G. S. Berkell, S. B. Berkell, S. Ber

James N Peny
This sale is subject to all matters shown on any applicable corrected Plate or Diling, any unpid lares and assessments, any restrictive covenants, essements any restrictive covenants, essements any strategies of redomption, equity, statutory or otherwise, many perfectly, rights of redomption, equity, statutory or otherwise, many governmental agency, and the property of the property

The right is reserved to adjourn the sale to another time eating or to another day, time, and place cortain, without putther publication upon amountment on the day, time, and place of sale sale freth advicer on any absorption deformed day, time, and place of sale is the control of the day, time, and place of sale if you problems a property at the turedoscure sale, the entire purchase price is done and populsed in the conclusion of the autoin in the form of a certificial check made apposible to or embraced to

the auction in the form of a certifical check mude populate or enablead for Padgett Lura Group, No personal checks will be accepted in this east, you must being sufficient inside to outfold the bards will be accepted. Amount a receival may other before insufficient thinds will not be accepted. Amount a receival in excess of the wasting both will be refunded to the successful purchaser at the statement beforechming dead in delivered. This property is being sold with the exputes researching that the safety is sufficient to confirmation by the lender or motion. The sufficient is subject to confirmation by the lender or motion. This sufficient is sufficient to confirmation by the lender or motion. The sufficient is sufficient to confirmation by the lender or motion.

trustee. This sale may be rescinded by the Substitute Trustee at any time

THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION CHTAINED WILL BE USED FOR THAT PURPOSE. Padgett Law Group, Substitute Touten

6267 Old Water Oak Road, Suite 203

P.C. (18-07-128-CL)

P.C. (18-10-128-CL)

NOTICE OF TRUSTEE'S SALE

WIERIAS, default has occurred
in the performance of the coverants,
tenns and conditions of a Deed of Trust
Note dated November 12, 2014, and the
same, recorded November 14, 2014, at
Book No. 723, at Tage 596, m Office
of the Register of Deeds for Hardenan
County, Tomestoc, occorded by Trucy

J. Jones and Shirely W. Jones, if.

Conveyance certain grounds with therein

conveying action requesty thorough conveying action request through the conveying action request through the conveying action of the conveying action

P.L.L.C., Successor Trustee

NOTICE OF TRUSTEE'S SALE
WHEREAS, default has occurred in
the performance of the concentus, terms,
and conditions of a Dece of Trust Note
deed April 5, 2007, and the Decelor Trust and constitutes of a Jacob Or hust year detected April 5, 2077, and the Decid of Trist of even dule securing the same, record April 30, 2077, in Book No. 656, at Page 39, in Office of the Register of Decid ris Handenum George, Termester, excented by Mintha R. William, countrying costum property therein described in Laryers Fille Insurance Corp as Triatice for Mortgage Electronia: Reprintation Systems, Ira, as menunce for Sunset-Mortgage Company, 1.P., its assections and assigns, and the unkrungtrod, Wilden & Associates, P.L. L.C. Instrug been appointed Stoccoose Tustice by Midfinal Bank. NOW, THEREFORE, notice is bready given but the entire undeltedness

agreement Successor Trustee by Malif and Hard.

NOW, THEREFORE, muture is hereby given that the entire undestrodness has been shed and the entire undestrodness has been shed and the other of the same and provides, and that an agent of Whom a "Associations PLL C, as Successor Trustee, by virtue of the power, old, and authority vested in and amproved upon said Successor in the same and any same and the power of the powe 47 minutes Tast, a distance of 128 20 files to on its op in a flow the work was a first of a Road fluid Loads to the Lake Lavee, those d fluid Loads to the Lake Lavee, those d fluid Loads to the Lake Lavee, those d fluid Road. Smith 66 depress and 13 minutes West, a distance of 124 feet to an into pin, thence South 63 depress and 35 minutes West, a distance of 47 of feet to the beginning and containing 05 and the state of the second of the second

Keith Qualis, Registered Lond Stuveyor, Tennessee Ceri No. 226, Jackson, Tennessee. Ceri No. 226, Jackson, ALSO KNOWN AS: 185 Lako Vouda Way, Middleton, TN 38052. This sale is subject to all matters shown on any applicable recorded plat mer unpaid taxes, any restrictive coverants, easements, or subtack lines that may be applicable, any statutory rights of redemption of any governmental agency, state or foderal, any prior liens or encumbrances as well as any priority created by a flature filing, and to my matter that an accument survey of the recomber magit disolocal haddition, the flature of the company of the com

McKech Road, a distance of 136 ext.

ALSO KNOWN AS: 185 Lako
ALSO KNOWN AS: 185 Lako
ALSO KNOWN AS: 700 Winwood
Farms Long, Middleton, TNJ 28052
This sale is subject to all matters
shown on any applicable recorded
plat, any unjoid taxes, any restrictive
coverants, escaments, or selanck fines
that may be applicable, any statutory
rights of reclamption of any governmental
agency, state or federal, any prior liens
or executions as well as important
generally states or federal, any prior liens
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matter that an accurate states of the
pourses might deschoed in study from
the above-referenced property
TRACY L. JONDS
SIJIERLY W. JONDS. JR
The sale held pursuant to this Notice
may be rescinded at the Successor
Trustee's option at any time. The tight
is encared to adjoorn the day of the
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NOTICE TO BIDDERS

The Hardeman County Highway Department is requesting sealed bids on a new, complete office computer system, including a network server and desktop computers.

The bids are to be mailed or hand delivered to the office of the Hardeman County Mayor, 3rd Floor of Hardeman County Courthouse, 100 North Main Street, Bolivar, Tennessee; on or before March 13, 2018 at 10 a.m., at which time said bids will be publicly opened at the Hardeman County Courthouse, PLEASE MARK ON THE OUTSIDE OF THE ENVELOPE "HIGHWAY DEPARTMENT COMPLITER SYSTEM" AND THE DATE OF THE RID OPENING. The right to reject any and all bids is hereby reserved.

Specifications are available at the Highway Department, 401 Fairgrounds Street, Bolivar, Tennessee 38008 or by celling 731-658-5102.

INVITATION TO BID

Hardeman County Health Center (HCCHC) is now accepting scaled bids on the following:

Construction of a Parking Lot

The proposed parking lot should be constructed of Asphalt and able to accommodate 40 parking spaces with some Driving room

This parking area will be off of our present driveway entrance at:

629 Nuckolls Rd Bolivar, TN 38008 Phone 731-658-3388 or 731-659-3114 or 731-212-9608

Bid specifications are available from February 23, 2018 until March 9, 2018 at 10AM

All bids must be sealed and properly marked

Questions regarding this project should be directed to Robert Davis, Jr at one of the above numbers

HCCHC reserves the right to refuse any and all bids

The Hardeman County Community Health Center is an Equal Opportunity Provider and Employer

To file a complaint of discrimination, write, U.S. Equal employment Opportunity Commission (EEOC); 1801 L Street, N.W. Washington, DC 20507

EDNA'S PAGE ANSWERS FROM A6

BIBLE TRIVIA

ANSWERS: 1) Old; 2) H; 3) Revelation; 4) On donkey; 5) Isaiah; 6) Brother

FLASH BACK

1. Eddie Robbit, in 1978, It was on the soundtrack of the film of the same name, starring Clint Eastwood. Enastwood played a tracker with a pet orangatian named Clyde.

2. Air Supply, The song went to No. 9 in their native Australia,

1. The George Baker Selection, in 1975, It appeared to Billiboard's Easy Listening and Hot 100 charts and has been translated into verponus all over the world.

4. Elton John, m 1971

4. Elton John, in 1971.

S. "Wake Me Up Before You Go Go," by Whant in 1984. Song-writer George Michael says the idea for the song came to thin when Andrew Ridgeley the other half of Whant) left a "wake me up for his parents. He'd undevelend penned in an additional "go" in the sentence. It became the song's title.

SPORTS QUIZ

Auswers

I, It was 1918, when Boston's Babe
Ruth shit out the Cubs in the litest
game of the World Service
2, Seven more (1937, '38, '39, '40,
'41, '46 and '48),
3. Michigan, in 1902,
4. Nate Thurmond, fur Cheago
in 1974 (22) points, 14 rebounds, 13
assasts, 12 thecked shorts.
5. In 1917, CV Denneur, New Maltere

assists, 12 blocked shots).
5. In 1917, Cy Denneny, Joe Malone and Reg Noble all did it.

6. Twenty-three.
7. Archie Moore, in 1955.

TRIVIA TEST

L Maybelline

2. Convertion 3 "My Heart Will Go On" 4. 2,000

44. 2000 45. Thyroid 6. "Harry Poller and the Order of the Phoenix" 7, Hercules 8. 180 degrees 9. "The Grateful Dead" (1967) 10. Tony Rubbins

Weekly SUDOKU ___

Go Figurel 5 + 9 + 1 14 + + × 6 + 3 + 7 9 + × + 8 + 2 17 23 11 16

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NOTIFICATION OF INTENT TO APPLY FOR A CERTIFICATE OF NEED

This is to provide official notice to the Heelth Services and Davelopment Agency and all interested parties, in accordance with T,C.A. § 68-11-1601 et seq., and the Rules of the Health Services and Davelopment Agency

Midd.

Table Car Street Bridge (15 SMV) middle Charles Car V Spellas bridge (No Consider Pak Dr. to 24 bridge 15 and 15 and 15 Table (15 Table 27 T owned by Option Care Infusion Services, LLC, with an ownership type of Joint Venture

and to be managed by: Option Gare Infusion Services, LLC intends to file an application for a Certificate of Need FOR PROJECT DESCRIPTION REQUES HOUSE: THE SHOW HIS CONTROL OF THE SHOW HE WAS A SHOWN THE SHOW THE SHO

ion Humphreys Lewissen, Lowis, Lincoln, Macon, Marshall, Mauny, Monigomery, Moore, Perry, Pulnars, Robertgen, Rutherford, Smith. Sympler. Trousdalo

Warren, Wayne, White, Williamson, Wilson. Estimated project cost is \$15,000.00. Warran, vesyre, vrince, vrince, variety, vesyre, vesyr Senior VP-Operations who may be reached at: Option Care Infusion Services, LLC 624 Grassmere Park Dr. Ste 22

(State) 37211 888 / 726-0776 (Zip Code) (Area Code) Friend Russian Upon written request by interested parties, a local Fact-Finding public hearing shell be conducted. Written requests for hearing should be sent to:

Health Services and Development Agency Andrew Jackson Building, 0th Floor 502 Deaderick Street Neshville, Tennessee 37243

The published Leiter of Inlant must contain the following statement pursuant to T.C.A. § 88-11-1607(c)(1). (A) Any health care institution wishing to appose a Carrifficate of Need application must fill a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originatly achievable; and (8) Any other pareon wishing to appose the application must file written objection with in Health Services and Development. person wishing to oppose the application must file written objection with the Health Berv Agency of or prior to the consideration of the application by the Agency.

PROJECT COMPLETION FORECAST CHART

Assuming the Certificate of Need (CON) approval becomes the final HSDA action on the date listed in Item 1. Below, indicate the number of days from the HSDA decision date to each phase of the completion forecast. NA

<u>Phase</u>	<u>Days</u> <u>Required</u>	Anticipated Date [Month/Year]
Initial HSDA decision date		
Architectural and engineering contract signed	1	
Construction documents approved by the Tennessee Department of Health		
Construction contract signed		
5. Building permit secured		
6. Site preparation completed		
7. Building construction commenced		
8. Construction 40% complete		
9. Construction 80% complete		
10. Construction 100% complete (approved for occupancy		
11. *Issuance of License		July 2018
12. *Issuance of Service		August 2018
13. Final Architectural Certification of Payment		
14. Final Project Report Form submitted (Form HR0055)		11

^{*}For projects that <u>DO NOT</u> involve construction or renovation, complete Items 11 & 12 only.

NOTE: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date



STATE OF ILLINOIS
COUNTY OF LAKE
applicant named in this application or his/her/its lawful agent, that this project will be completed in
accordance with the application, that the applicant has read the directions to this application, the
Rules of the Health Services and Development Agency, and T.C.A. §68-11-1601, et seq., and that
the responses to this application or any other questions deemed appropriate by the Health
Services and Development Agency are true and complete. SIGNATURE/THLE
Sworn to and subscribed before me thisday of
Public in and for the County/State of <u>TIIINOIS</u> .
Sandra Smeyel NOTARY PUBLIC
My commission expires,, (Year) **Official Seal** SANDRA SNEYD Notary Public, State of Illinois My Commission Expires 9/13/20

ATTACHMENT SECTION A-4A



Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

Option Care Infusion Services, LLC STE 300N 3000 LAKESIDE DR BANNOCKBURN, IL 60015-5405 August 7, 2017

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 573158

Status: Active

Filing Type: Limited Liability Company - Domestic

Document Receipt

Receipt #: 003516476

Filing Fee:

\$20.00

Payment-Check/MO - ERIC J LUNDQUIST, HENDERSONVILLE, TN

\$20.00

Amendment Type: Articles of Amendment

Filed Date:

08/07/2017 8:35 AM

Image # : B0413-4098

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Processed By: Tammy Morris

Tre Hargett Secretary of State

Field Name

Changed From

Changed To

Filing Name

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

Option Care Infusion Services, LLC



Bepartment of State Corporate Filings

312 Rosa L. Parks Ave. 6th Floor, William R. Snodgrass Tower Nashville, TN 37243

For Office Use Only

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LIMITED LIABILITY COMPANY CONTROL NUMBER (IFKN	NOVVN) <u>0573158</u>
PURSUANT TO THE PROVISIONS OF §48-209-104 OF TH COMPANY ACT OR §48-249-204 OF THE TENNESSEE RE ACT, THE UNDERSIGNED ADOPTS THE FOLLOWING AR ARTICLES OF ORGANIZATION:	EVISED LIMITED LIABILITY COMPANY
PLEASE MARK THE BLOCK THAT APPLIES:	
AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY	
☐ AMENDMENT IS TO BE EFFECTIVE	(DATE)(TIME). ATE THIS DOCUMENT IS FILED.) IF
NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL FILING.	BE EFFECTIVE AT THE TIME OF
1. PLEASE INSERT THE NAME OF THE LIMITED LIABILIT	TY COMPANY AS IT APPEARS ON
RECORD: Walgreens Infusion and Respiratory Service	
IF CHANGING THE NAME, INSERT THE NEW NAME ON	THE LINE BELOW:
Option Care Infusion Services, LLC	
2. PLEASE INSERT ANY CHANGES THATAPPLY:	
A PRINCIPALADDRESS:STREE	TADDRESS
OTT ON THE COUNTY	TID OOD!
CITY STATE/COUNTY B. REGISTERED AGENT:	ZIP CODE
C. REGISTERED ADDRESS:	
TN	
CITY STATE D. OTHER CHANGES:	ZIP CODE COUNTY
3. THE AMENDMENT WAS DULY ADOPTED ONJuly	24 2017
MONTH	DAY YEAR
(If the amendment is filed pursuant to the provision of §48-2	
complete the following by checking one of the two boxes:) A ADOPTED BY THE	
DBOARD OF GOVERNORS WITHOUT MEMBER APPROVEMEMBERS	VAL AS SUCH WAS NOT REQUIRED
Paraidons	Langelte Om
President SIGNER'S CAPACITY	SIGNATURE
	Laura Beth Brown NAME OF SIGNER (TYPED OR PRINTED)
	, , , , , , , , , , , , , , , , , , , ,

ARTICLES OF AMENDMENT

(LLC)

SS-4247 (REV. 01/06)

Filing Fee: \$20.00

RDA 2458



Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

Formation Locale: TENNESSEE

03/20/2008

Date Formed:

Member Count:

Fiscal Year Close 8

Filing Information

Name:

Option Care Infusion Services, LLC

General Information

SOS Control #

Filing Type:

000573158

Limited Liability Company - Domestic

03/20/2008 4:22 PM

Status: Active

Duration Term: Managed By: Active

Expires: 12/31/2034 Manager Managed

Registered Agent Address

CORPORATION SERVICE COMPANY

2908 POSTON AVE

NASHVILLE, TN 37203-1312

Principal Address

STE 300N

3000 LAKESIDE DR

BANNOCKBURN, IL 60015-5405

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed Filing Description

10/18/2017 2017 Annual Report

B0453-3320

Image #

Member Count Changed From: 3 To: 1

08/11/2017 Assumed Name

B0413-4766

New Assumed Name Changed From: No Value To: VANDERBILT HC/OPTION CARE IV SERVICES

08/07/2017 Articles of Amendment

B0413-4098

Filing Name Changed From: WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC To: Option Care

Infusion Services, LLC

12/01/2016 2016 Annual Report

B0319-5872

Principal Address 1 Changed From: 1411 LAKE COOK RD To: 3000 LAKESIDE DR

Principal Address 2 Changed From: No value To: STE 300N

Principal City Changed From: DEERFIELD To: BANNOCKBURN Principal Postal Code Changed From: 60015-5213 To: 60015-5405

Member Count Changed From: 2 To: 3

01/27/2016 2015 Annual Report

B0187-9384

Principal Address 1 Changed From: 300 WILMOT RD To: 1411 LAKE COOK RD

Principal Postal Code Changed From: 60015-4614 To: 60015-5213

12/02/2014 2014 Annual Report

B0020-9675

Principal Address 1 Changed From: 300 WILMOT RD STOP 3301 To: 300 WILMOT RD

12/14/2017 11:10:46 AM

Page 1 of 3

Filing Information

Name:	Option Care Infusion Services, LLC	
11/29/2013	2013 Annual Report	A0204-1569
Member Co	unt Changed From: 6 To: 2	
11/28/2012	2012 Annual Report	A0146-0859
Principal Ad	dress 1 Changed From: 300 WILMOT ROAD To: 300 WILMOT RD STOP 3301	
Principal Po	stal Code Changed From: 60015 To: 60015-4614	
12/01/2011	2011 Annual Report	A0096-0082
Member Co	unt Changed From: 7 To: 6	
07/14/2011	Administrative Amendment	6917-1302
Fiscal Year	Close Changed From: 12 To: 8	
	ort Due Date Changed From: 04/01/2012 To: 12/01/2011	
04/28/2011	2010 Annual Report	A0071-2026
Principal Ad	dress 1 Changed From: 485 Half Day Road To: 300 WILMOT ROAD	
•	dress 2 Changed From: Suite 300 To: MS 3301	
Principal Cit	y Changed From: Buffalo Grove To: DEERFIELD	
Principal Po	stal Code Changed From: 60089-8806 To: 60015	
Member Co	unt Changed From: 6 To: 7	
03/05/2010	Articles of Correction	6668-0577
03/02/2010	2009 Annual Report	A0008-0884
Principal Ad	dress 1 Changed From: 2120 BELCOURT AVENUE To: 485 Half Day Road	
	dress 2 Changed From: No value To: Suite 300	
Principal Cit	y Changed From: NASHVILLE To: Buffalo Grove	
Principal Sta	ate Changed From: TN To: IL	
Principal Po	stal Code Changed From: 372320000 To: 60089-8806	
Member Co	unt Changed From: 2 To: 6	
Managed By	/ Changed From: Director Managed To: Manager Managed	
Registered A	Agent Organization Name Changed From: No Value To: Corporation Service Company	
Registered /	Agent First Name Changed From: DAVID To: No Value	
Registered A	Agent Last Name Changed From: WILLIAMS II To: No Value	
Registered /	Agent Physical Address 1 Changed From: VANDERBILT UNIVERSIT To: 2908 Poston A	\ve.
Registered /	Agent Physical Address 2 Changed From: 305 KIRKLAND HALL To: Sute 400	
Registered /	Agent Physical Postal Code Changed From: 37240 To: 37203	
08/03/2009	Amended and Restated Formation Documents	6579-0429
Term of Dur	ation Changed	
Principal Ad	dress Changed	
Registered A	Agent Physical Address Changed	
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03/31/2009	Articles of Correction	6498-2666
12/14/2017 1	1:10:46 AM	Page 2 of 3

Filing Information

Name:	Option Care Infusion Services, LLC		
03/23/2009	2008 Annual Report	648	3-2208
02/24/2009	Articles of Amendment	645	6-0374
Principal Ad	dress Changed		
Registered /	Agent Physical Address Changed		
Registered /	Agent Changed		
03/20/2008	Initial Filing	625	7-0048
Active Assı	umed Names (if any)	Date	Expires
VANDERBIL	_T HC/OPTION CARE IV SERVICES	08/11/2017	08/11/2022

OPERATING AGREEMENT

OF

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

A TENNESSEE LIMITED LIABILITY COMPANY

THE LIMITED LIABILITY COMPANY MEMBERSHIP INTERESTS ISSUED IN ACCORDANCE WITH AND DESCRIBED IN THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, OR UNDER THE SECURITIES LAWS OF ANY STATE, IN RELIANCE ON EXEMPTIONS UNDER THOSE LAWS. NEITHER THESE MEMBERSHIP INTERESTS NOR ANY OTHER PORTION OF A MEMBERSHIP INTEREST IN THE COMPANY MAY BE SOLD OR OTHERWISE TRANSFERRED EXCEPT AS PERMITTED UNDER (A) THIS OPERATING AGREEMENT AND (B) THE SECURITIES ACT OF 1933 AND APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THEIR INVESTMENT IN THE COMPANY FOR AN INDEFINITE PERIOD OF TIME.

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OPERATING AGREEMENT

OF

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

THIS OPERATING AGREEMENT of WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC, a limited liability company organized pursuant to the Tennessee Revised Limited Liability Company Act (the "Company"), shall be effective as of August 1, 2009, by and among the Company and the Persons executing this Operating Agreement as Members.

ARTICLE I DEFINITIONS AND DEFINED TERMS

Section 1.1 Definitions

The following terms used in this Operating Agreement shall have the following meanings unless otherwise expressly provided herein:

"Act" shall mean the Tennessee Revised Limited Liability Company Act, as amended from time to time, and any successor thereto.

"Additional Capital Contribution" shall mean any Capital Contribution other than an Initial Capital Contribution.

"Additional Member" shall mean a Member, other than an Initial Member or a Substitute Member, who has acquired a Membership Interest from the Company and has become a Member in accordance with Section 17.3.

"Adjusted Capital Account Deficit" shall mean the negative balance in a Member's Capital Account at the end of a particular taxable year, after (a) increasing the Capital Account with (1) the amount, if any, of such negative balance the Member is obligated to restore under this Agreement, and (2) the amount of such negative balance the Member is deemed obligated to restore under Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), and (b) reducing the Capital Account with the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

"Affiliate" shall mean with respect to any Entity, any Person which directly or indirectly controls, is controlled by, or is under common control with such Entity, including without limitation, any Person who is a Director, officer, general partner or managing partner of such Entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to (a) vote a majority of the equity interests having ordinary voting power for the election of Directors (or the other designated central governing body) of such Entity, or (b) direct or cause the direction of management and policies of such Entity, whether through the ownership of voting securities, by contract or otherwise and either alone or in conjunction with others or any group.

"Appraised Value" shall mean the fair market value of Membership Interests or

Financial Rights, as the case may be (each, an "Interest"), as determined by the following process: The Member selling Interests (the "Seller") and the Member purchasing Interests (the "Purchaser") shall negotiate in good faith to determine the Appraised Value. If the Seller and Purchaser are unable to mutually agree upon an Appraised Value, then the Appraised Value shall be determined by one (1) independent appraiser mutually agreed upon and appointed by the Seller and Purchaser. The Seller and Purchaser shall each bear one-half of the cost of selecting and paying the independent appraiser. If the Seller and Purchaser are unable to mutually agree upon one (1) appraiser, then (i) one (1) appraiser shall be appointed and paid for by the Seller (the "Seller's Appraiser"), (ii) one (1) appraiser shall be appointed and paid for by the Purchaser (the "Purchaser's Appraiser"), and (iii) one (1) appraiser shall be selected by the Seller's Appraiser and the Purchaser's Appraiser (the "Third Appraiser"). The Seller and the Purchaser shall each bear one-half of the cost of selecting and paying the Third Appraiser. In the event that either Seller or Purchaser shall fail to appoint an appraiser within ten (10) days after the other party has given Notice of the name of its appraiser, such Seller or Purchaser shall be deemed to have forfeited and waived its right to appoint an appraiser, no Third Appraiser shall be appointed, and the sole appointed appraiser shall determine the Appraised Value. If there are three (3) appraisers, the Appraised Value shall be mutually determined by the appraisers. If the appraisers are unable to agree upon the Appraised Value, then the Appraised Value shall be the average of the two (2) closest determinations, in dollar value, made by the three (3) appraisers. All appraisers selected pursuant to this Operating Agreement shall be reputable appraisers with experience in valuing healthcare businesses and shall employ usual and customary methodologies for such appraisals. i spirit

"Articles" shall mean the Articles of Organization of the Company, as amended from time to time.

"Assignee" shall mean a transferee of Financial Rights who has not been admitted as a Substitute Member.

"Available Cash Flow" means all cash funds of the Company on hand or in bank accounts beneficially owned by the Company at any particular time, less the sum of the following to the extent paid or set aside by the Company: (a) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders, (b) all expenditures incurred incident to the normal operation of the Company's Business and (c) provisions for the adequate reserves for reasonably anticipated expenses and contingencies (which shall include fees payable to Affiliates) as the Board of Directors deems reasonably necessary to the proper operation of the Company's Business.

"Board of Directors" or "Board" shall mean the Board of Directors elected pursuant to Article VI.

"Book Value" means, with respect to any Company property, the Company's adjusted basis for Federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted (in the case of permitted adjustments, to the extent the Company makes such permitted adjustments) by Treasury Regulation Section 1.704 1(b)(2)(iv)(d) (g) and (m).

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"Call Notice" shall mean written Notice provided by a Member that is exercising a Call Option under Article XIV to the other Member.

"Call Option" shall mean the right of a Member to purchase the other Member's interest.

"Capital Account" shall mean the account maintained with respect to a Member or Assignee determined in accordance with Article XII.

"Capital Contribution" shall mean any contribution of Property or services or the obligation to contribute Property or services made by or on behalf of a Member or Assignee.

"Charity Care" shall mean care rendered to indigent individuals with no expectation of payment.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor thereto.

"Company Minimum Gain" has the meaning for partnership minimum gain as defined in Treasury Regulation Section 1.704 2(d).

"Company Nonrecourse Liability" has the meaning for nonrecourse liability set forth in Treasury Regulation section 1.704 2(b)(3).

"Company Property" shall mean any Property owned by the Company.

"Competitor" means any organization that directly or indirectly owns (in whole or in part), manages or operates a facility that provides inpatient or outpatient health services within the geographic area extending for a 100 mile radius from that portion of Vanderbilt's campus bordered by 21st Avenue, West End Avenue and Blakemore Avenue within Davidson County, Tennessee.

"Contribution Agreement" shall mean a binding agreement between a Person and the Company under which the Person has an obligation to make a Capital Contribution to the Company in the future and the Company agrees that if the Person makes the specified Capital Contribution at the time and in the manner specified for the Capital Contribution in the future, the Company will accept the Capital Contribution and reflect the Capital Contribution in its records and will admit the contributor as a Member.

"Contribution Allowance Agreement" shall mean an agreement between a Person and the Company under which the Person has the right, but not the obligation, to make a Capital Contribution to the Company in the future, and the Company agrees that if the Person makes the specified Capital Contribution at the time and in the manner specified for the Capital Contribution in the future, the Company will accept the Capital Contribution and reflect the Capital Contribution in its records.

"Default Interest Rate" shall mean the then current prime rate quoted in the Wall Street Journal on the date on which the rate is to be applied, plus one (1) percentage point.

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"Director" shall mean a member of the Board of Directors.

"Disposition" or "Dispose" shall mean any sale, assignment, transfer, lease, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

"Dissociation" or "Dissociate" shall mean any action or event which causes a Person to cease to be Member of the Company pursuant to Article XVIII hereof.

"Dissolution Event" shall mean an event, the occurrence of which will result in the dissolution of the Company under Article XVIII unless the Members holding a majority of Governance Rights agree to the contrary.

"Distribution" shall mean a transfer of Property made by the Company to a Member or an Assignee on account of such Member's or Assignee's Financial Rights as described in Article XIII.

"Effective Date" shall mean the date upon which this Operating Agreement shall become effective under Section 2.3.

"Entity" shall mean any entity permitted to be a Member of a limited liability company under the Act. The term "Entity" includes, without limitation, any corporation (both foreign and domestic, in both nonprofit and other corporations) partnership (both limited and general), joint venture, limited liability company, unincorporated association, business or other trust and estate, a government or any agency or political subdivision thereof, accountable health plan, health insurance coalition, insurance group, health maintenance organization, preferred provider organization, independent practice association, foundation or other entity.

"Financial Rights" shall mean a Member's or Assignee's share of the Company's Net Income, Net Losses, and Distributions of the Company's Property pursuant to this Operating Agreement and the Act, but shall not include any Governance Rights, including any right to participate in the operation, management or affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision of the Members. Each Member's Financial Rights shall be a ratio, expressed as a percentage, which is the ratio that the Capital Contribution of such Member bears to the total Capital Contributions of all Members. The initial percentages are set forth on the Statement of Members' Interests attached hereto as Schedule I.

"GAAP"--generally accepted United States accounting principles.

"Governance Rights" shall mean all of a Member's rights as a Member in the Company other than Financial Rights, including, without limitation, the right of the Member to vote for the election of Directors and other significant business and affairs of the Company. Governance Rights include, without limitation, the right to vote on, consent to or otherwise participate in any decision, vote or action of or by the Members granted pursuant to this Operating Agreement and the Act. Governance Rights shall be exercised in the same percentages as equal the Financial Rights of the Members determined from time to time.

"Initial Capital Contribution" shall mean the Capital Contribution made by the Members pursuant to a Contribution Agreement and set forth on <u>Schedule 1</u> attached hereto.

"Initial Contribution Agreement" shall mean that certain Contribution Agreement by and between the Company, VHS, OCE and Walgreens-Option Care, Inc., a Kentucky corporation, dated 504, 2009.

"Initial Member" shall mean the Members listed on <u>Schedule 1</u> as of the Effective Date of this Operating Agreement.

"Management Services Agreement" shall mean the management agreement between the Company and OCE dated of even date herewith, and any amendment thereto or restatement thereof.

"Material Adverse Effect" means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Company.

"Medical Director" shall mean the licensed physician selected and employed by VHS to provide medical direction and oversight to the Company pursuant to the terms of the Medical Director Agreement.

"Medical Director Agreement" shall mean that certain Medical Director Agreement by and between the Company and Vanderbilt, dated Agreed 1, 2009.

"Member" shall mean an Initial Member, a Substitute Member or an Additional Member of the Company.

"Member Minimum Gain" has the meaning for partner nonrecourse debt minimum gain as defined in Treasury Regulation Section 1.704 2(i)(3).

"Member Nonrecourse Deductions" has the meaning for partner nonrecourse deductions set forth in Treasury Regulation Sections 1.704 2(i)(1) and 1.704-2(i)(2).

"Member Nonrecourse Liability" has the meaning for partner nonrecourse liability set forth in Treasury Regulation Section 1.704 2(b)(4).

"Membership Interest" shall mean a Member's entire interest in the Company including such Member's Financial Rights, a Member's right to assign Financial Rights and a Member's Governance Rights, all as provided in this Operating Agreement. If a Member has assigned some or all of its Financial Rights, then, with respect to that Member, "Membership Interests" shall mean the Member's Governance Rights, any remaining Financial Rights of the Member, and the Member's right to assign any remaining Financial Rights.

"Middle Tennessee Area" shall mean that portion of the state east of the Tennessee River's western crossing of the state (in which it flows northward back into Tennessee after having flowed through northern Alabama) and west of the dividing line between the Eastern and Central time zones.

"Net Income" or "Net Loss" shall mean, for each Taxable Year, an amount equal to the Company's taxable income or loss (after the adjustments described below) for each Taxable

Year, determined in accordance with Code Section 703(a). For this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss, with the following adjustments:

- (i) The computation of all items of income, gain, loss and deduction shall include those items described in Code Section 705(a)(l)(B), Code Section 705(a)(2)(B) and Treasury Regulation Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for Federal income tax purposes.
- (ii) If the Book Value of any Company property is adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(e) or (f), the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property.
- (iii) Items of income, gain, loss or deduction attributable to the disposition of Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the Book Value of such property.
- (iv) Items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the property's Book Value in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g).
- (v) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).
- (vi) Items of income, gain, loss and deduction of the Company with respect to any property distributed to a Member shall be computed as if the Company had sold such property on the date of such distribution at a price equal to its fair market value at that date.
- (vii) Items which are specially allocated pursuant to Sections 13.2, 13.3, 13.4 and 13.5 shall be excluded in the determination of Net Income and Net Loss.

"Notice" shall be in writing. Notice to the Company shall be considered given when duly given to the President of the Company at the address of the Company's Principal Executive Office. Notice to an Officer or Director of the Company shall be considered given when duly given at such Officer's or Director's address as reflected in the records of the Company or at such other address as the Officer or Director may from time to time specify by written Notice to the Company. Notice to a Member shall be considered given when duly given at such Member's address as reflected on Schedule 1 to this Operating Agreement or at such other address as the

Member may from time to time specify by written Notice to the Company. Notice shall be deemed duly given and received, (i) if given by first-class registered or certified mail, two business days after posted with the United States Postal Service, (ii) if given by nationally recognized and reputable overnight express carrier, one business day after delivery to such carrier, (iii) if given by facsimile or electronic mail, upon confirmation of receipt. Notice shall also be given as provided in the Act.

"OCE" shall mean Option Care Enterprises, Inc., a Delaware corporation.

"Officer" shall mean a person elected, appointed, or otherwise designated as an officer by the Board of Directors pursuant to Article VII.

"Operating Agreement" shall mean this Operating Agreement including all amendments hereto adopted in accordance with Section 20.2 and the Act.

"Outside Manager" shall mean OCE or its successors.

"Person" shall mean any individual or any Entity.

"Principal Executive Office" shall mean the principal office of the Company designated in Section 2.5, or any other place as the Board of Directors may from time to time deem advisable.

"Property" shall mean any property real, personal or mixed, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

"Put Event" shall mean any event giving rise to a Member's right to exercise a Put Option under Article XIV.

"Put Notice" shall mean written Notice provided by a Member that is exercising a Put Option under Article XIV to the other Member.

"Put Option" shall mean the right of a Member to cause the other Member to purchase the first Member's Membership Interest.

"Regulations" shall mean the permanent, temporary, proposed, or proposed and temporary regulations issued by the Department of the Treasury that are promulgated under the Code as amended.

"Substitute Member" shall mean an Assignee who has been admitted as a Member of the Company in accordance with Section 17.2. Upon becoming a Member of the Company, such Assignee shall have all the rights of a Member as are described more fully in Section 17.11 hereof.

"Supermajority Vote" or "Supermajority of the Voting Power" shall mean seventy-five percent (75%) of the Voting Power of the Members or the Board of Directors entitled to vote on the matter, as the case may be.

"Taxable Year" shall mean the taxable year of the Company as determined pursuant to Section 706 of the Code.

"Taxing Jurisdiction" shall mean the taxing jurisdiction of the Federal government and of any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

"Vanderbilt" means Vanderbilt University.

"VHS" shall mean Vanderbilt Health Services, Inc., a Tennessee non-profit corporation and tax-exempt Affiliate of Vanderbilt University.

"Voting Power" shall mean, with respect to a Member, its percentage Governance Rights, and shall mean, with respect to the Board of Directors, each Director's right to cast one vote.

Section 1.2 List of Additional Defined Terms.

The following terms shall have the meanings ascribed to them in the section noted:

Defined Term	Section
Bid Notice	6.15(b)(i)
Bid Period	6.15(b)(i)
Bid Procedure	6.15
Bona Fide Offer	14.4(a)
Business	3.1
Claimant	21.3
Company	Preamble
Deadlock	Preamble 21.1
Deadlock	21.1
Deadlock	21.1 21.2
Deadlock	21.1 21.2 18.3

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OCE Competitor	14.4(b)
OCE Directors	6.2
OCE License	2.2
Recipient	21.3
Securities Acts	19.3
Term	18.3
Tie Vote	21.1
UBTI	3.2
VHS Directors	6.2
VHS License	2.2

ARTICLE II FORMATION OF COMPANY

Section 2.1 Formation

The Company was formed on March 24, 2008 as a Tennessee Limited Liability Company under and pursuant to the Act by filing the Articles with the Secretary of State of Tennessee. As of the Effective Date hereof, the Initial Members hereby adopt this Operating Agreement as the operating agreement of the Company. It is the intention of the Members that the Company be treated as a partnership for Federal, state and foreign tax purposes for so long as the Company has more than one Member.

Section 2.2 Name

The name of the Company is Walgreens Infusion and Respiratory Services, LLC or such other name or names as may be selected by the Members from time to time. VHS hereby grants the Company a nonexclusive, royalty-free license (the "VHS License") to use the name "Vanderbilt" in the trade name of the Company or for marketing purposes for so long as the Company continues with VHS or an Affiliate of VHS as a Member of the Company; provided, however, that VHS may, in its sole discretion, terminate the VHS License at any time and for any reason by providing at least thirty (30) days prior written Notice to the Company. In the event that (a) VHS terminates the VHS License, (b) VHS (including any Affiliate of VHS) ceases to own any Membership Interest in the Company or (c) the Company makes a final liquidating distribution, then upon the effective date of such event, (x) the Company's right to use the name "Vanderbilt" and any goodwill associated with that name shall terminate and automatically revert to VHS and (y) the Members agree that this Operating Agreement and the

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Articles will be amended, if necessary, to change the trade name or name for marketing purposes of the Company to eliminate from such name any reference to the name "Vanderbilt." In the event that the VHS License is terminated pursuant to the terms of this Operating Agreement, neither OCE nor its Affiliates nor any other Member of the Company shall have a right or claim for indemnity, compensation, or damages as a result of such termination. OCE hereby grants the Company a nonexclusive, royalty-free license (the "OCE License") to use the name "Walgreens" in the name of the Company for so long as the Company continues with OCE or an Affiliate of OCE as a Member of the Company; provided, however, that OCE may, in its sole discretion, terminate the OCE License at any time and for any reason by providing at least thirty (30) days prior written Notice to the Company. In the event that (i) OCE (including any Affiliate of OCE) ceases to own any Membership Interest in the Company or (ii) the Company makes a final liquidating distribution, then upon the effective date of such event, (a) the Company's right to use the name "Walgreens" and any goodwill associated with that name shall terminate and automatically revert to OCE and (b) the Members agree that this Operating Agreement and the Articles will be amended, as required, to change the name of the Company to eliminate from such name any reference to the name "Walgreens," In the event the OCE License is terminated pursuant to the terms of this Operating Agreement, neither VHS nor its Affiliates nor any other Member of the Company shall have any right or claim for indemnity, compensation, or damages as a result of such termination. For purposes of determining the Appraised Value, the Members' Capital Accounts and final liquidating distributions, no monetary value shall be assigned to the right to use the name "Walgreens" or "Vanderbilt," as applicable, or to any associated goodwill with the respective name.

Section 2.3 Effective Date

This Operating Agreement is effective as of the date set forth on the first page of this Operating Agreement.

Section 2.4 Registered Agent and Office

The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles. The Board of Directors may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the location of the registered office shall change, the Board of Directors shall promptly designate a replacement registered agent or file a Notice of Change of Address as the case may be.

Section 2.5 Principal Executive Office

The Principal Executive Office of the Company is located at

The Company may locate its Principal Executive Office at any other place as the Board of

Directors may from time to time deem advisable.

ARTICLE III BUSINESS OF COMPANY

Section 3.1 Business and Powers

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The purpose and business of the Company shall be to operate a business to provide all services generally associated with home medical equipment and home infusion therapy services (including but not limited to home oxygen services) to patients in the Middle Tennessee area (the "Business"). The Company shall have any and all powers necessary to or reasonably connected with the Business which may be legally exercised by limited liability companies under the Act or under the laws of any jurisdiction in which the Company may conduct its business and to engage in all activities necessary, customary, convenient, or incident to any of the foregoing.

Section 3.2 Charitable Purpose

It is the intention of the parties that the Company and the Business will be operated in such a manner as to preserve the tax-exempt status of VHS under Code Section 501(c)(3) and that income allocated to VHS will not be subject to Federal taxation as unrelated business taxable income, as defined in the Code ("UBTI"). For so long as VHS is a Member, the Company and the Business shall be operated and managed in a manner that furthers VHS' charitable purposes by promoting health for a broad cross section of the community, including those persons who are poor. Specifically, the Business shall be operated and managed in a manner:

- (a) that provides access to patient care services based on medical necessity, without regard to the patient's race, creed, national origin, gender, payor source or ability to pay;
- (b) that provides access to patient care services to individuals covered by Medicare or Medicaid;
 - (c) that complies with the Charity Care policies of Vanderbilt University, and
- (d) that will not, in the reasonable opinion of VHS, on advice of its legal and/or tax counsel, cause it or any of its tax-exempt Affiliates to act other than exclusively in furtherance of its respective tax-exempt purposes or adversely affect its tax-exempt status under Section 501(c)(3) of the Code.

All Members are aware of the limitation on the actions of the Company due to the tax-exempt status and charitable purpose of VHS, and each Member agrees that any decision of the Company to forego an action which would be inconsistent with the tax-exempt status of VHS, or any decision of the Company to take an action which furthers the charitable purposes over any profit making motives of the Company, shall not be a breach of the duty of loyalty or a breach of any fiduciary duty to the Company or its Members, notwithstanding that any such decision is not in the best interest of the Company.

Notwithstanding the powers of the Board of Directors and the Members and all other terms and provisions of this Operating Agreement, VHS shall have the unilateral right to cause the Company and the Board of Directors to take any action that VHS determines, based on the opinion of nationally reputable tax counsel, is needed to (i) ensure that it is able to pursue its charitable purposes through the Company; and (ii) maintain its tax-exempt status.

ARTICLE IV INFORMATION REGARDING MEMBERS

The name and address, amount and value of any Capital Contributions and the respective Financial Rights and Governance Rights of each Member are set forth on Schedule 1 hereto, as amended from time to time. In the event of any change to the information stated on Schedule 1, the Board of Directors shall promptly cause (a) Schedule 1 to be amended to reflect such change and (b) a copy of the revised Schedule 1 to be provided to each of the Members.

ARTICLE V MEMBER MEETINGS

Section 5.1 Meetings of Members

Meetings of the Members may be called by any Director, Officer or Member of the Company.

Section 5.2 Place of Meetings

Member meetings shall be held at the Principal Executive Office or at any other place, within or without the State of Tennessee, as the Directors may from time to time elect.

Section 5.3 Notice Requirements

Written or printed Notice stating the place, day and time of the meeting and the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered by or at the direction of the President, the Secretary or the person or persons calling the meeting, to each Member entitled to vote at the meeting, to any other Member who will be entitled to dissent from an action on which Members are to vote at the meeting and to such other persons entitled to notice under the Act. Such notice shall be delivered not less than five (5) days nor more than two (2) months before the date of the meeting.

Section 5.4 Quorum

The holders of a majority of the Voting Power in the Company entitled to vote at the meeting, either present in person or represented by duly executed proxy, shall constitute a quorum at all meetings of the Members, except for any matter that requires the approval of a Supermajority of the Voting Power of the Members of the Company, in which case holders of a Supermajority of the Voting Power in the Company, either present in person or represented by duly executed proxy, shall constitute a quorum. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any of those present. A meeting may be adjourned despite the absence of a quorum.

Section 5.5 Voting

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Whenever any Company action, other than the election of Directors and except as otherwise provided by law, the Articles or this Operating Agreement, is to be taken by vote of the Members, it shall be taken if authorized by a majority of the Voting Power represented at a meeting at which a quorum is present or represented and entitled to vote thereon.

Section 5.6 Action by Consent

- (a) The Members may take any action on which they are entitled to vote by written consent if a written consent is signed by Members who own Membership Interests with Voting Power equal to the Voting Power that would be required to take the same action at a meeting of the Members at which all Members are present.
- Paragraph (a) have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to vote or take action without a special meeting pursuant to this Section shall be the date the first Member signs a written consent. If an action by the Members is taken without a special meeting as provided in this Section, Notice to the Members shall be considered waived. Prompt Notice of the taking of any action without a meeting under this Section by less than unanimous written consent of the Members shall be given to any Member entitled to vote on the matter that did not sign such written consent.

Section 5.7 Proxies

Members who are entitled to vote may vote at any meeting either in person or by proxy in writing, which shall be filed with the Secretary of the Company before being voted. Such proxy shall entitle the holders thereof to vote the Governance Rights of the Member granting the proxy at any meeting or any adjournment of such meeting, but shall be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the Member executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period. A proxy directing the holder thereof to vote the Governance Rights against dissolution shall be valid for the term of the Company or for any shorter period of time.

Section 5.8 Meetings by any Form of Communication

At the discretion of the Board of Directors, any and all Members may participate in an annual or special meeting by the use of any means of communication by which all Members participating may simultaneously hear each other during the meeting, to the extent such Member or Members is entitled to attend such meeting. A Member participating in a meeting by this means is deemed to be present in person at the meeting.

Section 5.9 Special Member Voting Requirements

Notwithstanding the foregoing provisions of this Section 5 or any other provision of this Operating Agreement, the following matters require approval by a Supermajority Vote of the Members:

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- (a) <u>Sale of Assets</u>. Sale or other Disposition of all, or substantially all, of the Company's assets or Property in a single transaction or series of related transactions;
- (b) <u>Mergers</u>. Merger or consolidation of the Company with or into any other Entity;
- (c) <u>Indebtedness</u>. Incur any indebtedness, whether primary, secondary or otherwise (including borrowing money and issuing notes, bonds or other obligations or instruments of indebtedness, financing acquisitions of property or incurring or assuming any liability, obligation or responsibility or potential liability, obligation or responsibility as guarantor, surety or indemnitor) or other obligations under leases in excess of \$100,000 in the aggregate;
- (d) <u>Purchases</u>. Purchase, lease or acquire assets or Property, or improvements to assets or Property, costing more than \$100,000 in any transaction or series of related transactions or any purchase of assets not related to the Business of the Company;
- (e) <u>Capital Contributions</u>. Additional Capital Contributions pursuant to Section 12.2;
- (f) Additional Members. Admission of Additional Members pursuant to Section 17.3;
- (g) <u>Dissociation of Members</u>. Dissociation of a Member pursuant to Section 18.1(a);
 - (h) <u>Dissolution</u>. Dissolution of the Company pursuant to Section 18.3(a);
- (i) <u>Conduct Other Businesses</u>. Conduct or engage in any business or activity other than the Business or substantially change the nature of the Company's Business;
- (j) Amendment of Operating Agreement or Articles. Amend the Operating Agreement pursuant to Section 20.2 or amend the Articles;
- (k) <u>Insolvency or Assignment</u>. Institute bankruptcy or insolvency proceedings, or make, execute or deliver a general assignment for the benefit of creditors;
- (l) Name Change. Subject to Section 2.2, any change in the name of the Company.

ARTICLE VI BOARD OF DIRECTORS

Section 6.1 Management and Control

Except as otherwise expressly provided by the Articles, this Operating Agreement, the Act or other applicable law, all decisions with respect to the management, operation and control of the business and affairs of the Company and its assets shall be vested exclusively in the Board

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of Directors, and in connection therewith, the Board of Directors shall have full and complete authority, power and discretion to manage and control the Company and the Business, to make all decisions regarding those matters and to perform any and all other acts customary or incident to the management of the Company and the Business. The Board of Directors may, by resolution or other writing, expressly delegate its rights and powers to manage and control the business and affairs of the Company to one or more Officers, agents or employees or to the Outside Manager of the Company. Each Director shall discharge all duties as a director, including duties as a member of a committee of the Board of Directors, (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (c) in a manner the director reasonably believes to be in the best interests of the Company; provided, however, that any decision to (i) forego an action which would be inconsistent with the tax-exempt status of VHS, or (ii) take an action which furthers the charitable purposes over any profit making motives of the Company, shall not constitute a breach of fiduciary duty to the Company or its Members, notwithstanding that any such decision is not in the best interest of the Company.

Section 6.2 Number, Tenure and Qualifications

The Board of Directors shall consist of six (6) members. Three of the Directors shall be appointed by VHS (the "VHS Directors"), and three of the Directors shall be appointed by OCE, (the "OCE Directors"). Each Director shall serve until his successor is duly appointed (in the case of a VHS Director, such appointment to be by VHS and in the case of a OCE Director, such appointment to be by OCE) or until such Director's earlier death, resignation, removal or disqualification.

Section 6.3 Regular Meetings of the Board

Upon Notice given in accordance with the provisions of Section 6.5, the Directors may meet for the purpose of the election of a President, Secretary, Treasurer and such other officers as the Board deems necessary or desirable and the transaction of other business. Other regular meetings of the Board shall be held at such times and places as the Board by resolution may determine and specify, and if so determined no Notice thereof need be given, provided that unless all the Directors are present at the meeting at which said resolution is passed, the first meeting held pursuant to said resolution shall not be held for at least five (5) days following the date on which the resolution is passed and provided that Notice of such resolution shall be furnished to each Director in accordance with the provisions of Section 6.5.

Section 6.4 Special Meetings

Special meetings of the Board of Directors may be held at any time or place whenever called by the President, or by written request of any one Director, Notice thereof being given to each Director by the Secretary or other person calling the meeting. Notwithstanding the foregoing, meetings may be held at any time without formal Notice provided all of the Directors are present or those not present shall at any time waive or have waived Notice thereof.

Section 6.5 Notice

Except as otherwise specifically provided herein, required Notice of any meetings shall be given at least three (3) days previous thereto.

Section 6.6 Meetings by any Form of Communication

The Board of Directors shall have the power to permit any and all Directors to participate in a regular or special meeting by, or conduct the meeting through, the use of any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 6.7 Quorum and Voting

A quorum for any meeting of the Board of Directors shall be all of the members of the Board of Directors. When a quorum is present at any meeting, a majority of the Directors present thereat shall decide any question brought before such meeting, except as otherwise provided by law or by this Operating Agreement. The fact that a Director has an interest in a matter to be voted on at the meeting shall not prevent his being counted for purposes of a quorum.

Section 6.8 Proxies

Directors who are entitled to vote may vote at any meeting either in person or by proxy in writing, which shall be filed with the Secretary of the Company before being voted. Such proxy shall entitle the holders thereof to vote the Voting Power of the Director granting the proxy at any meeting or any adjournment of such meeting, but shall be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the Director executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period.

Section 6.9 Vacancies

Any vacancy occurring in the Board of Directors, including vacancies by virtue of removal with or without cause, may be filled, in the case of a vacancy due to the removal or other termination of a Director, by the Member originally appointing such Director.

Section 6.10 Removal

Any VHS Director may be removed without cause by VHS and any OCE Director may be removed without cause by OCE. A Director may also be removed for cause by the Board of Directors. Cause shall be defined as the conviction of a felony, adjudication of incompetency, or adjudication of bankruptcy by a court of competent jurisdiction. A Director may be removed by the Board of Directors only at a meeting called for the purpose of removing him and the meeting notice must state that the purpose, or one of the purposes, of the meeting is the removal of a Director or Directors.

Section 6.11 Compensation

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The Directors shall be paid their actual and reasonable expenses, if any, of attendance at each meeting of the Board of Directors. The Directors shall not be paid a salary or other compensation as a Director. This provision shall not preclude any Director from serving the Company in any other capacity and receiving compensation therefor.

Section 6.12 Committees

- (a) The Board of Directors may designate and appoint from among its members one or more committees, each consisting of two or more Directors, who shall serve as members of such committees at the pleasure of the Board of Directors. Each committee, to the extent provided by resolution of the Board of Directors, shall have and may exercise all of the authority of the Board of Directors in the management of the Company. Unless otherwise specified herein, each committee shall consist of an equal number of VHS Directors and OCE Directors.
- (b) The Board shall create a Quality Assurance and Clinical Care Improvement Committee, which shall consist of four members. Two of the members shall be appointed by VHS and two members shall be appointed by OCE. The Medical Director of the Company, who shall serve as one of the VHS members, shall serve as the Chairperson so long as the Medical Director Agreement is in place between the Company and Vanderbilt University. The Quality Assurance and Clinical Care Improvement Committee shall be responsible for clinical oversight of the Business, including without limitation, coordination of quality improvement activities, review of all submitted quality improvement reports and other topics appropriate for this committee, determination of quality improvement priorities for committee review and action, and assignment of tasks to appropriate individuals pursuant to the goals of the committee. The Quality Assurance and Clinical Care Improvement Committee shall make recommendations to the Board of Directors regarding the following (without limitation): (i) clinical protocols, (ii) quality standards and measures, (iii) equipment and personnel standards, (iv) community needs assessments, (v) medical direction and (vi) research initiatives and protocols.

Section 6.13 Informal Action by Directors

Any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if all Directors consent to taking such action without a meeting. If all Directors consent to taking such action without a meeting, the affirmative vote of the majority of the Directors is the act of the Board unless otherwise required by the Act or this Operating Agreement. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, indicating each signing Director's vote or abstention on the action, and shall be filed with the Company records reflecting the action taken.

Section 6.14 Specific Actions Requiring Authorization of Board

For the avoidance of doubt and in furtherance and not in limitation of the authority vested in the Board of Directors hereunder, each of the following requires the authorization and

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approval of the Board of Directors (in addition to any authorization or approval of the Members required by this Agreement or otherwise):

- (a) <u>Sale of Assets</u>. Sale or other Disposition of any assets or Property of the Company with a value to the Company, or for an amount in excess, of \$10,000 outside the Company's ordinary course of business in any transaction or series of related transactions;
- (b) <u>Indebtedness</u>. Incur any indebtedness or obligations under leases in excess of \$10,000 outside the Company's ordinary course of business;
- (c) <u>Purchases</u>. Purchase any assets or Property in excess of \$10,000 outside the Company's ordinary course of business in any transaction or series or related transactions;
- (d) <u>Accountants</u>. Select or remove the independent accountants or auditors of the Company or make any significant change to the accounting methods or policies of the Company;
- (e) Annual Budgets. Adopt or modify the Company's annual operating budget and annual capital expenditure budget (including the proposed method of financing for any capital expenditures); provided, however, that the most recently adopted budget shall remain in place and binding on the Company pending approval of any new budget by the Board of Directors;
- (f) Strategic Plans. Approve strategic plans, major operational policies and any amendments thereto, including without limitation, those relating to medical staff development, clinical procedures, scheduling, investments, compliance, accounting, indigent care, human resources, managed care contracting, insurance, addition/discontinuance of significant services or procedures, entering into any educational or research affiliations, establishment of new facilities;
 - (g) Officers. Appoint or remove any Officer of the Company;
- (h) <u>Material Agreements</u>. Bind or obligate the Company outside the Company's ordinary course of business with respect to any agreement or series of related agreements that would have, or the subject property or services would have, a value or potential cost to the Company in excess of \$10,000 (a "Material Agreement"), including any material amendment, modification, renewal or termination of any such Material Agreement;
- (i) Related Party Transactions. Conduct any business or engage in any transaction with any Member, Outside Manager or Affiliate of the Company or any Affiliate of such Persons other than as contemplated by this Operating Agreement, the Management Services Agreement, the Initial Contribution Agreement or any agreement entered into in connection with the transactions contemplated by such agreements;

- (j) <u>Conduct Other Businesses</u>. Conduct or engage in any business or activity other than the Business or substantially change the nature of the Company's Business;
- (k) <u>Litigation and Claims</u>. Institute, prosecute, defend or settle any significant claims, litigation or other proceeding involving the Company;
- (l) Agreements with Competitors. Enter into any agreement with a Competitor or any Affiliate of a Competitor;
- (m) Agreements Not with Members or Affiliates. Enter into any agreement for the provision of clinical services, e.g., medical direction or nursing, with a party who is not a Member or an Affiliate of a Member; provided, however, that if an employee of the Company determines that it is in the best interest of a patient or a potential patient of the Company to contract with such an unaffiliated third party, a short term agreement for a term of less than thirty (30) days may be entered into with notice to the Board of Directors and the consent of the general manager of the Company and the Company's medical director;
- (n) <u>Management Services Agreement</u>. Enter into, amend, or, subject to the rights of the VHS Directors under Section 6.3(b) of the Management Services Agreement, terminate the Management Services Agreement between OCE and the Company; and
- (o) Agree to Act. Agree to do any of the things described in clauses (a) through (n) of this Section 6.14.

Section 6.15 Special Procedure Upon Expiration or Termination of Management Services Agreement.

- (a) The Members shall be required to participate in the "Bid Procedure" defined below in the event that:
 - (i) The Management Services Agreement expires and the Members do not agree upon the manner of continued operation and management of the Company; or
 - (ii) the Management Services Agreement is terminated in accordance with Sections 6.2(b), 6.2(d), or 6.3(b) of the Management Agreement.
 - (b) The "Bid Procedure" is as follows:
 - (i) OCE shall give notice to VHS of an offer to sell not less than one hundred percent (100%) of OCE's Membership Interest or to purchase not less than one hundred percent (100%) of VHS's Membership Interest, as set forth below ("Bid Notice") to VHS within 30 days following the expiration or earlier termination of the Management Services Agreement. The Bid Notice must specify the price, which amount shall be based on OCE's good faith determination as to the fair market value of the Membership Interest, and the

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terms and conditions pursuant to which OCE proposed to sell its Membership Interest to VHS or to purchase VHS's Membership Interest. An offer to sell OCE's Membership Interest shall automatically be deemed to be a simultaneous offer to purchase VHS's Membership Interest at the same price and upon the same terms and conditions. Similarly, an offer to purchase VHS's Membership Interest shall be deemed to be a simultaneous offer to sell OCE's Membership Interest at the same price and upon the same terms and conditions. Such offer shall be irrevocable for a period of thirty (30) days after the date of the Bid Notice ("Bid Period") and VHS shall, on or before the expiration of the Bid Period, accept either the offer to sell or the offer to purchase, but not both, and upon acceptance, OCE shall be required to sell or to purchase, as the case may be. Failure by OCE to give such Bid Notice shall trigger VHS's rights under Sections 14.1(f) and 14.2(a), regardless of whether the event causing application of this Bid Procedure happens at any time prior to the fifth anniversary of the Effective Date of this Operating Agreement.

- (ii) At the closing, the selling Member shall execute and deliver to the purchasing Member such deeds, bills of sale, assignments and other instruments as shall reasonably be requested by the purchasing Member to effect the transfer, as of the closing date, of all the selling Member's right, title and interest in the Company and its Property. The parties will make diligent good faith efforts to cause the selling Member to be released as a guarantor or other credit facility with respect to any debts or liabilities of the Company for which such Member has individual liability. Unless otherwise agreed upon by the purchasing Member and the selling Member, the purchasing Member shall pay the purchase price to the selling Member as follows:
 - (A) An amount equal to fifty percent (50%) of the purchase price shall be paid to the selling Member on the closing date in cash.
 - (B) The balance of the purchase price shall be evidenced by a promissory note, dated as of the closing date, from the purchasing Member to the selling Member providing for principal to be payable in three (3) consecutive equal quarterly installments, commencing three (3) months from the Closing Date, and for accrued interest to be payable on each principal installment date. The interest rate payable on the unpaid balance of the promissory note shall be adjusted annually and for any given period shall be an annual rate equal to the prime rate in effect on the first banking day of such year plus two percent (2%). The purchasing Member shall have the right to prepay the note, in whole or in part, from time to time, without penalty.
- (c) VHS shall have the right to obtain, at its own expense, an independent valuation of the Company to determine the Appraised Value of the Company if it determines that such a valuation is necessary in order to ensure compliance with applicable rules, regulations, and laws. In the event that VHS receives such an independent valuation and such valuation determines that the Appraised Value is

inconsistent with the price offered by OCE in its Bid Notice, then, rather than consummating any transaction pursuant to Subsection (a) above, the Members shall dissolve the Company pursuant to Section 18.3.

ARTICLE VII OFFICERS

Section 7.1 Number

The Officers of the Company shall be a Chairman of the Board of Directors, a President, a Secretary, a Treasurer and an Assistant Treasurer, each of whom shall be elected by the Board of Directors. Such other Officers or managers as the Board may deem necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary and the offices of Chairman of the Board of Directors and President. The Officers need not be Directors or residents of the State of Tennessee.

Section 7.2 Term of Office

Each Officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 7.3 Removal and Resignation

An Officer serves at the pleasure of the Board of Directors and the Board of Directors may remove an Officer at any time with or without cause, subject, however, to the terms of any written contract between the Company and such Officer. The Board of Directors may also eliminate any Officer position other than the President at any time. The removal of an Officer is without prejudice to the contractual rights of the Officer, if any. Any Officer may resign at any time and for any reason. In the event of a vacancy in any office because of death, resignation or removal, the Board of Directors shall elect a successor to such office. Notwithstanding the above, termination of the Outside Manager shall be governed by the terms of the Management Services Agreement.

Section 7.4 Chairman of the Board of Directors

The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and the Members, and shall exercise and perform such other powers and duties as may be assigned by the Board of Directors from time to time.

Section 7.5 President

The President shall be the principal executive officer of the Company and shall supervise all of the business and affairs of the Company, except as set forth in Article VIII. The President shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall sign and deliver in the name of the Company any deeds, mortgages, bonds, contracts or other instruments pertaining to the business of the Company, except in cases in

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which the authority to sign and deliver is required by law to be exercised by another person or is expressly delegated by the Articles or the Operating Agreement or the Board of Directors of the Company. The President shall perform any other duties prescribed by the Board of Directors. In the event that the Company has a vacancy in the office of Secretary, any notices, documents or other matters that otherwise are required to go to the Secretary may be delivered to the President.

Section 7.6 Secretary

The Secretary shall keep accurate membership records for the Company and maintain records of and, whenever necessary, certify all proceedings of the Board of Directors or the Members of the Company. The Secretary shall also receive notices required to be sent to the Secretary and to keep a record of such notices in the records of the Company and shall perform such other duties as are prescribed by the Board of Directors or by the President.

Section 7.7 Treasurer and Assistant Treasurers

The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Company; (b) receive and give receipts for monies due and payable to the Company from any source whatsoever and deposit all such monies in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Board of Directors or the President; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors or by the President. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Assistant Treasurers, if any, in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the Board of Directors may prescribe.

Section 7.8 Compensation

The Officers shall be paid their actual and reasonable expenses for serving as an Officer.

ARTICLE VIII OUTSIDE MANAGER

The Company shall enter into the Management Services Agreement with the Outside Manager to manage the day-to-day operations of the Company, for a period of five (5) years from the Effective Date. The Management Services Agreement will contain applicable covenants, restrictions and limitations consistent with the Charitable Purpose set forth in Section 3.2 hereof. Said Management Services Agreement may be subsequently renewed or terminated as provided therein. Any decision of the Outside Manager which is made pursuant to and within the authority of the Management Services Agreement shall be final and binding upon the Company and its Members.

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ARTICLE IX INDEMNIFICATION OF DIRECTORS AND OFFICERS, INSURANCE AND TRANSACTIONS WITH AFFILIATES

Section 9.1 Indemnification

The Company shall indemnify its Directors and Officers to the fullest extent permitted by the Act. Claims for indemnification shall be presented and approved in the manner provided by the Act.

Section 9.2 Insurance

The Company shall obtain, pay for and thereafter maintain directors' and officers' liability insurance covering errors or omissions of the Directors and Officers of the Company acting in such capacities, in a coverage amount of not less than \$5 million. The Company shall carry and maintain property, casualty, general and professional liability and such other types and coverages of insurance to the extent and with the coverages customary for companies similarly situated to the Company.

Section 9.3 Conflicts of Interest

Any proposed transaction or agreement between the Company and any of its Members, Directors, Officers, employees or any Affiliate thereof (other than a transaction expressly authorized to be taken in the Management Services Agreement) which would constitute a conflict-of-interest transaction as such term is generally defined in Section 48-249-404 of the Act must be approved by both OCE and VHS.

Section 9.4 Loans to Members

Any loans or the incurrence of any indebtedness by the Company to any Member of an Affiliate of any Member must be approved by the Members who are not party to such loans or indebtedness, or in the case of a loan to an Affiliate of a Member by the Members who are not Affiliates of such Affiliate, and shall be made on terms and conditions that are at least as favorable to the Company as those that would be available in an arms-length transaction with a third party.

ARTICLE X RIGHTS, OBLIGATIONS AND COVENANTS OF MEMBERS

Section 10.1 Members not Agents of Company

No Member, solely by virtue of his Membership Interest in the Company, is an agent of the Company and no Member shall have authority to bind the Company by his acts unless the Board of Directors has granted such Member specific, written authority to act for the Company in a particular matter.

Section 10.2 Liability of Members to Third Parties

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Unless otherwise provided by the Act, no Member shall be liable under any judgment, decree, or order of a court, or in any other manner, for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, or for the acts or omissions of any Member, Director, Officer, agent or employee of the Company.

Section 10.3 Liability of Members to the Company

A Member who receives a Distribution made by the Company when the Property of the Company is not sufficient to pay all liabilities of the Company except liabilities to Members on account of their Capital Contributions, is liable to the Company for a period of two (2) years after such Distribution for the amount thereof.

Section 10.4 Noncompetition

(a) VHS Noncompete. After the Effective Date of this Operating Agreement and until the date that is four (4) years following the date on which VHS or any of its Affiliates no longer owns an equity interest in the Company, VHS and its Affiliates shall not, directly or indirectly, alone or in association with others (other than OCE or the Company) in any capacity, whether as an agent, advisor, employee, consultant, sole proprietor, owner, partner, joint venturer, member, manager, investor or otherwise (other than as an owner of five percent (5%) or less of any publicly traded company), participate in the Middle Tennessee Area, other than as a duly authorized agent of Company, in the ownership, management, sales, marketing, product development, business development, strategic planning, operation or control of any enterprise which provides or offers to provide or otherwise engages in the provision of any goods or any services provided or offered by the Company in a home setting at the time of VHS's withdrawal as a Member without written consent of OCE; provided, however, that neither VHS nor its Affiliates shall be prohibited from soliciting or otherwise engaging in discussions or negotiations or entering into any agreements or joint ventures with any Person or Entity regarding, any arrangement that may involve the incidental provision of home medical equipment or home infusion therapy services as a component of such arrangement, so long as such agreements or arrangements would not reasonably be expected to have a Material Adverse Effect on the Company's Business. Furthermore, OCE hereby acknowledges and consents to (i) the operation of any retail pharmacy by VHS or any of its Affiliates, including the sale and dispensing of oral, topical and injectable (for self administration by patient only) pharmaceuticals, related retail pharmacy items, and durable medical equipment and supplies, all as are usual and customary and normally stocked by retail pharmacies (as opposed to specialty pharmacies), but not including any direct marketing to physicians or other health care professionals, payors, or hospital discharge planners regarding any drugs specified by name or therapeutic use, (ii) the continued provision by VHS or any of its Affiliates of infusion therapy in owned or leased space (but not the introduction of new infusion therapy operations in a home setting), (iii) the operation of an infusion suite in connection with VHS' (or any of its Affiliates', as the case may be) allergy practice at its current location or at such other location to which such allergy practice may relocate, (iv) infusion conducted in conjunction with hemodialysis, (v) providing any goods or services that VHS or any of its Affiliates currently provide as of the Effective Date of this Operating Agreement, and (vi) the operation, by VHS or any of

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its Affiliates, of a specialty pharmacy which delivers items by mail or other common courier. The parties agree and acknowledge that the restrictions set forth in this Section 10.4(a) shall not apply in the event that the Company dissolves pursuant to Sections 6.15(c) and 18.3 of this Operating Agreement or in the event that VHS has sold its Membership Interest to OCE pursuant to Sections 14.1(c)-(e) or Section 14.4; provided, however, that the terms of any noncompete contained in a Bona Fide Offer which serves as the basis for OCE's purchase of a Membership Interest pursuant to Section 14.4 shall be binding on VHS and its Affiliates.

OCE Noncompete. After the Effective Date and until the date that is four (4) years following the date on which OCE or its Affiliates no longer owns an equity interest in the Company, OCE and its Affiliates shall not, directly or indirectly, alone or in association with others (other than VHS or the Company) in any capacity, whether as an agent, advisor, employee, consultant, sole proprietor, owner, partner, joint venturer, member, manager, investor or otherwise (other than as an owner of five percent (5%) or less of any publicly traded company), participate in the Middle Tennessee Area, other than as a duly authorized agent of Company, in the ownership, management, sales, marketing, product development, business development, strategic planning, operation or control of any enterprise which provides or offers to provide or otherwise engages in the provision of any goods or any services provided or offered by the Company in a home setting at the time of OCE's withdrawal as a Member without written consent of VHS: provided, however, that neither OCE nor its Affiliates shall be prohibited from soliciting or otherwise engaging in discussions or negotiations or entering into any agreements or joint ventures with any Person or Entity regarding any arrangement that may involve the incidental provision of home medical equipment or home infusion therapy services as a component of such arrangement, so long as such agreements or arrangements would not reasonably be expected to have a Material Adverse Effect on the Company's Business. Furthermore, VHS hereby acknowledges and consents to (i) the existing written franchise agreement between Option Care, Inc. and Med Equip d/b/a Option Care regarding the provision of infusion therapy services to patients in Lawrenceburg, Tennessee, which agreements were effective and furnished to VHS prior to the Effective Date of this Operating Agreement, (ii) the operation of any retail pharmacy by OCE or any of its Affiliates, including the sale and dispensing of oral, topical and injectable (for self administration by patient only) pharmaceuticals, related retail pharmacy items, and durable medical equipment and supplies, all as are usual and customary and normally stocked by retail pharmacies (as opposed to specialty pharmacies), but not including any direct marketing to physicians or other health care professionals, payors, or hospital discharge planners regarding any drugs specified by name or therapeutic use, (iii) the sale by OCE or any of its Affiliates of any product by means of an order placed over the internet at www.walgreens.com, (iv) the continued provision by OCE or any of its Affiliates of infusion therapy in owned or leased space (but not the introduction of new operations that involve infusion therapy being provided in a home setting), and (v) the operation, by OCE or any of its Affiliates, of a specialty pharmacy which delivers items by mail or other common courier. The parties agree and acknowledge that the restrictions set forth in this Section 10.4(b) shall not apply in the event that the Company dissolves pursuant to Sections 6.15(c) and 18.3 of this Operating Agreement. 3 98 3

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- Other Opportunities. Except as otherwise restricted by this Section 10.4. the Members hereby agree that the Members and their Affiliates may engage, provide financing, invest or possess an interest in any other organizations, businesses and enterprises of any kind, nature or description, independently or with others. To the fullest extent permitted by the Act, (a) the activities described in the immediately preceding sentence shall not violate any duties or responsibilities to the Company that the Members and their Affiliates may have to the Company and the other Members under the Act, and (b) the fact that the Members or their Affiliates may take advantage of such opportunities and not offer such opportunities, or disclose information pertaining thereto, to the Company or to the other Members, shall not subject the Members or their Affiliates to any liability to the Company or to the other Members whatsoever. Neither the Company nor any other Member shall have any right by virtue of this Operating Agreement, or the relationship created hereby, in or to such ventures, investments or other opportunities, or to the income or profits derived therefrom by the Members or their Affiliates; and, to the fullest extent permitted under the Act, the pursuit of, and nondisclosure of information to the Company pertaining to, such ventures, investments or other opportunities even though competitive with the business of the Company, shall not be deemed wrongful or improper or in violation of this Operating Agreement or any rights of the Company or the Members under the Act or other applicable law.
- (d) After Acquired Businesses. Should any Member or an Affiliate of any Member desire to acquire a business that would otherwise violate the provisions of Subsections (a) or (b) of this Section 10.4 in connection with an acquisition of other business units that are strategic to the acquiring Member if such Member acquired the business, such Member shall offer to the Board of Directors of the Company the opportunity to acquire the business on behalf of the Company, in the Board's sole discretion. To the extent that the Company elects not to acquire the business of Subsections (a) and (b) of this Section 10.4 are still in full force and effect.
- (e) <u>Injunctive Relief</u>. Each Member agrees that a breach or threatened breach of the covenants in Sections 10.4(a) and (b) above would cause irreparable harm to the Company and the other Member for which there is no adequate remedy at law, Accordingly, the Company and each Member shall be entitled, in addition to any other remedies available to it, to seek preliminary and permanent injunctive relief to prevent or enjoin an actual or threatened breach of such covenants or the continuation thereof.
- (f) Breach or Potential Breach. In the event of a breach or potential breach of the covenants contained in Section 10.4(a), the OCE Directors shall be empowered and authorized to act on behalf of the Company in enforcing any of the Company's rights with respect to such breach or potential breach. In the event of a breach or potential breach of the covenant contained in Section 10.4(b), the VHS Directors shall be empowered and authorized to act on behalf of the Company in enforcing any of the Company's rights with respect to such breach or potential breach.

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ARTICLE XI PROPERTY, ACCOUNTS AND RECORDS

Section 11.1 Property

Any and all Company Property shall be held in the name of the Company.

Section 11.2 Bank Accounts

The Board of Directors or any Officer duly appointed by the Board may from time to time open bank accounts in the name of the Company.

Section 11.3 Records, Audits and Reports to be Maintained

The Company shall maintain the records and accounts of all operations and expenditures of the Company. The Company shall maintain the following records at the Principal Executive Office:

- (a) A current list of the full name and last known business, residence or mailing address of each Member, Director and Officer of the Company, together with the taxpayer identification number of each Member.
- (b) A current list of the full name and last known business, residence or mailing address of each Assignee of Financial Rights and a description of the Financial Rights assigned, together with the taxpayer identification number of each Assignee of Financial Rights.
 - (c) A copy of the Articles and all amendments thereto.
- (d) A copy of the effective Operating Agreement and any agreements concerning classes and series of Membership Interests.
- (e) Copies of the Company's Federal, state and local income tax returns and reports for the three (3) most recent Taxable Years.
- (f) Financial statements and other financial information sufficient to provide true and full information regarding the status of the business and financial condition of the Company for the three (3) most recent fiscal years.
 - (g) Records of all proceedings of the Members and the Board of Directors.
- (h) Any written consents obtained from the Members or the Board of Directors.
- (i) A statement of all Capital Contributions accepted by the Company the identity of contribution and the value of the contribution.
- (j) A copy of all Contribution Agreements and Contribution Allowance Agreements.

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- (k) A copy of the Company's most recent annual report delivered to the Secretary of State of Tennessee.
- (l) Any other records and accounts as the Members shall require the Company to maintain.

Section 11.4 Financial Statements

The Company shall prepare or cause to be prepared financial statements at least monthly which may be on a consolidated basis, as appropriate, that include a balance sheet, an income statement and a statement of changes in financial position as of the end of the reporting period and any other information required by generally accepted accounting principles in the United States. The Company shall furnish such statements to each Member.

Section 11.5 Access to Records

The records required to be maintained by the Company in Section 11.3, and any other books and records of the Company, wherever situated, are subject to inspection and copying upon two (2) days prior Notice from any Member, and at the expense of any Member, or the Member's agent or attorney during regular business hours of the Company.

Section 11.6 Capital Accounts

The Company shall maintain a record of Capital Accounts for each Member and Assignee in accordance with Article XII.

Section 11.7 Records of Membership Interest

The Company shall maintain a record of the Membership Interest held by each Member, as such Membership Interest shall be increased and decreased from time to time in accordance with this Operating Agreement.

ARTICLE XII CONTRIBUTIONS AND CAPITAL ACCOUNTS

Section 12.1 Capital Contributions

The Initial Capital Contribution of (and Financial Rights allocated to) each Member as of the Effective Date of this Operating Agreement is set forth on Schedule 1 hereto. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Operating Agreement.

Section 12.2 Additional Capital Contributions

In the event that the Members determine at any time (or from time to time) that additional funds are required by the Company for or in respect of its Business or to pay any of its obligations, expenses, costs, liabilities or expenditures (including without limitation any operating deficits), then the Members may in their discretion, and in accordance with Article V

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hereof, call a meeting of the Members for the purpose of approving the Additional Capital Contributions. Additional Capital Contributions shall only be authorized by a Supermajority Vote of the Members. Upon making such a determination, the Company shall, unless waived by the Member, give Notice requiring contribution of the Additional Capital Contribution to each Member in writing at least ten (10) days prior to the date on which the Additional Capital Contribution is due. Such Notice shall set forth the amount of Additional Capital Contribution, the purpose(s) for which the contribution is needed, and the date by which the Member should contribute such Additional Capital Contribution. The Members agree that each Member will contribute its pro rata share of the total required Additional Capital Contributions in accordance with the relative Financial Rights held by each Member as of the date such Notice is given. The failure to make an Additional Capital Contribution shall be governed by Section 12.3 hereof.

Section 12.3 Membership Interest Adjustment

If one or more of the Members fails to contribute such Member's proportionate share of the total required Additional Capital Contributions, all Members who have contributed their proportionate share of the Additional Capital Contribution shall be offered a pro rata opportunity to make the additional contribution that such non-contributing Member failed to make. In addition, the Financial Rights of the Members shall be adjusted to the extent necessary to reflect the dilution of the non-contributing Member's Financial Rights and the amounts of the Additional Capital Contribution made by the other Members.

Section 12.4 Maintenance of Capital Accounts

The Company shall establish and maintain Capital Accounts for each Member and Assignee in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv). Each Member's and Assignee's Capital Account shall be increased by (1) the amount of any money actually contributed by the Member or Assignee to the capital of the Company, (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member of Assignee at arm's length at the time of contribution (net of any liabilities assumed by the Company or subject to which the Company takes such Property within the meaning of Section 752 of the Code), and (3) the Member's or Assignee's share of Net Income and of any separately allocated items of income or gain that are not included in the definition of Net Income. Each Member's or Assignee's Capital Account shall be decreased by (1) the amount of any money actually distributed to the Member or Assignee by the Company, (2) the fair market value of any Property distributed to the Member or Assignee by the Company (net of liabilities of the Company assumed by the Member or Assignee or subject to which the Member or Assignee takes such Property within the meaning of Section 752 of the Code), and (3) the Member's or Assignee's share of Net Loss and of any separately allocated items of deduction or loss that are not included in the computation of Net Loss.

Section 12.5 Distribution of Property

If the Company at any time distributes any of its Property to any Member or Assignee, the Capital Account of each such Member or Assignee shall be adjusted to account for the Member's or Assignee's allocable share (as determined under Article XIII below) of the Net

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Income or Net Loss that would have been realized by the Company had it sold the Property that was Distributed at its respective fair market value immediately prior to its Distribution.

Section 12.6 Sale or Exchange of Financial Rights

In the event of a sale or exchange of some or all of a Member's or Assignee's Financial Rights in the Company, the Capital Account of the transferring Member or Assignee shall become the Capital Account of the Assignee acquiring such Financial Rights, to the extent it relates to the portion of the Financial Rights transferred.

Section 12.7 Compliance with Section 704(b) of the Code

The provisions of this Article XII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified, to cause the allocations of profits, losses, income, gain and credit pursuant to Article XIII to have substantial economic effect under the Regulations promulgated under Section 704(b) of the Code, in light of the Distributions made pursuant to Article XIII and the Capital Contributions made pursuant to this Article XII. Notwithstanding anything herein to the contrary, this Operating Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Capital Contribution made by that Member.

Section 12.8 Revaluation of Company Assets

Upon (i) the acquisition of a Membership Interest by a new Member or increase in the Membership Interest of an existing Member through a contribution of money or other Property (other than a de minimis amount), (ii) the distribution by the Company to a Member of more than a de minimis amount of property of the Company as consideration for part or all of that Member's Membership Interest, or (iii) the liquidation of the Company, the Board of Directors may cause a revaluation of all property of the Company (including intangible assets) to fair market value in order to adjust the capital accounts pursuant to Section 13.6 to reflect the revaluation as provided in Regulation Section 1.704-1(b)(2)(iv)(f).

ARTICLE XIII ALLOCATIONS AND DISTRIBUTIONS

Section 13.1 Allocations of Net Income and Net Losses

Except as may be required by Sections 13.2, 13.3, 13.4 and 13.5 of this Article XIII, Net Income and Net Loss shall be allocated among the Members in proportion to the Financial Rights held by each Member; provided, however, that if the Financial Rights held by any Member changes during the Taxable Year, or if any Additional Members are admitted during the Taxable Year, unless otherwise determined by the Board of Directors, the Net Income and Net Loss for each month of such Taxable Year shall be allocated among the Members (A) in proportion to the Financial Rights each Member holds as of the first day of each such month, and each Member's share of the Net Income and Net Loss for such Taxable Year shall be equal to the sum of his share of the Net Income and Net Loss for each month during the Taxable Year or (B) as set forth in the penultimate sentence of Section 17.3 of this Operating Agreement.

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Section 13.2 Company Minimum Gain Chargeback

Nonrecourse deductions shall be allocated to the holders of Members (ratably among such Members based upon their Financial Rights). If there is a net decrease in Company Minimum Gain during any Taxable Year, each Member shall be specially allocated Net Income for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulation Section 1.704 2(g). The items to be so allocated shall be determined in accordance with Treasury Regulation Section 1.704 2(f)(6). This Section 13.2 is intended to comply with the minimum gain chargeback requirement in Treasury Regulation Section 1.704 2(f) and shall be interpreted consistently therewith.

Section 13.3 Member Nonrecourse Deductions

Any Member Nonrecourse Deductions for any Taxable Year shall be allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Liability with respect to which such Member Nonrecourse Deductions are attributable in accordance with Section 1.704-2(b)(4) of the Regulations.

Section 13.4 Member Minimum Gain Chargeback

Except as otherwise provided in Treasury Regulation Section 1.704 2(i)(4), if there is a net decrease during any Taxable Year in partner nonrecourse debt minimum gain (as defined in Treasury Regulation Section 1.704 2(i)(3)), Net Income for such Taxable Year (and, if necessary, subsequent Taxable Years) shall be allocated to the Members in the amounts and of such character as determined according to, and subject to the exceptions contained in Treasury Regulation Section 1.704 2(i)(4). This Section 13.4 is intended to be a minimum gain chargeback provision that complies with the requirements of Treasury Regulation Section 1.704 2(i)(4) and shall be interpreted in a manner consistent therewith.

Section 13.5 Qualified Income Offset

If any Member that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704 1(b)(2)(ii)(d)(4), (5) and (6) has an Adjusted Capital Account Deficit as of the end of any Taxable Year, then Net Income for such Taxable Year shall be allocated to such Member in proportion to, and to the extent of, such Adjusted Capital Account Deficit. This Section 13.5 is intended to be a qualified income offset provision as described in Treasury Regulation Section 1.704 1(b)(2)(ii)(d) and shall be interpreted in a manner consistent therewith.

Section 13.6 Revaluation of Company

If property of the Company is revalued pursuant to Section 12.8, (i) the Capital Account balances shall be adjusted, based on the revaluation, to reflect the manner in which unrealized income, gain, loss or deduction would be allocated if such property were sold for its fair market value, and (ii) the Capital Accounts shall thereafter be adjusted for allocations of depreciation, depletion, amortization, and gain or loss, as computed for book purposes, with respect to such property, consistent with such revaluation.

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Section 13.7 Discretionary Nonliquidating Distributions

From time to time, the Board of Directors may Distribute Available Cash Flow to the Members in such amounts as it deems desirable in proportion to each Member's Financial Rights in the Company as of the date of such Distribution in accordance with a written distribution policy adopted by the Board of Directors. The Board of Directors may also cause the Company to Distribute Property of the Company other than money, provided that such non-cash Distributions do not discriminate among Members and are made in proportion to each Member's Financial Rights in the Company as of the date of such Distribution in accordance with a written distribution policy adopted by the Board of Directors.

Section 13.8 Limitations on Distributions

No Distribution shall be declared and paid if payment of such Distribution would cause the Company to violate any limitation on distributions provided in the Act.

Section 13.9 Tax Allocations

- (a) Except as provided in Sections 13.9(b), (c) and (d), the income, gains, losses, deductions and credits of the Company will be allocated, for Federal, state and local income tax purposes, among the Members in accordance with the related allocation of such income, gains, losses, deductions and credits among the Members for computing their Capital Accounts; provided that if any such allocation is not permitted by the Code or other applicable law, the Company's subsequent income, gains, losses, deductions and credits will be allocated among the Members so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.
- (b) Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) so as to take account of any variation between the adjusted basis of such property to the Company for Federal income tax purposes and its Book Value using the remedial method described in Treasury Regulation Section 1.704-3(d).
- (c) If the Book Value of any Company asset is adjusted pursuant to the requirements of Treasury Regulation Section 1.704-1(b)(2)(iv)(e) or (f), subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for Federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
- (d) Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board of Directors taking into account the principles of Treasury Regulation Section 1.704-1(b)(4)(ii).
- (e) Allocations pursuant to this Section 13.9 are solely for purposes of Federal, state and local taxes and shall not affect, or in any way be taken into account in

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computing, any Member's Capital Account or share of Net Income, Net Loss, Distributions or other Company items pursuant to any provision of this Operating Agreement.

ARTICLE XIV VHS BUY/SELL OPTIONS

Section 14.1 VHS Put Options

- (a) Violation or Breach of Operating Agreement by OCE. In the event of a material violation or breach of this Operating Agreement by OCE or any OCE Affiliate other than those described in Sections 14.1(c) and (d) below which remains uncured for more than thirty (30) days following Notice of such material violation or breach, VHS shall have a Put Option with respect to all, but not less than all, the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(a) by providing a Put Notice to OCE at any time but in no event later than thirty (30) days subsequent to the date that OCE provides Notice to VHS of the occurrence of the Put Event. In addition to purchase price payable pursuant to this Section 14.1(a), OCE shall pay to VHS, contemporaneously with the payment for the Membership Interest, an amount equal to ten percent (10%) of such purchase price as liquidated damages for the breach giving rise to the Put Option.
- OptionCare, Inc. becomes the subject of an investigation by a state or Federal agency for practices implicating (i) criminal laws related to health care fraud, (ii) false claims, or (iii) self-referral prohibitions, with respect to any of which a material penalty is reasonably likely to be assessed, VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(b) by providing a Put Notice to OCE not later than thirty (30) days subsequent to the public disclosure of the occurrence of the Put Event. In addition to purchase price payable pursuant to this Section 14.1(b), OCE shall pay to VHS, contemporaneously with the payment for the Membership Interest, an amount equal to ten percent (10%) of such purchase price as liquidated damages for the potential reputational damage suffered by VHS by virtue of the event giving rise to the Put Option.
- (c) Actions Jeopardizing Tax Exempt Status or Charitable Purpose of VHS. In the event that VHS determines, based on the written opinion of nationally recognized tax counsel which opinion is provided to OCE, in good faith that the Company, the Board of Directors of the Company or OCE, in its capacity as Outside Manager of the Company, has taken any action that jeopardizes the tax-exempt status of VHS or Vanderbilt, or conflicts with the charitable purpose of VHS or Vanderbilt, VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(c) by providing a Put Notice to OCE not later than thirty (30) days subsequent to the determination giving rise to the Put

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Option, which determination shall be made not later than 180 days following the taking of the subject action.

- (d) <u>UBTI of VHS</u>. In the event that VHS determines, based on the written opinion of nationally recognized tax counsel which opinion is provided to OCE, in good faith that an amount in excess of Two Hundred Fifty Thousand Dollars (\$250,000) of the Company's income attributed for tax purposes to VHS constitutes UBTI, VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(d) by providing a Put Notice to OCE not later than thirty (30) days subsequent to the determination giving rise to the Put Option.
- (e) Certain Transfers of OCE Membership Interest. In the event that OCE transfers or Disposes of any portion of its Membership Interest in the Company and (i) such transfer or Disposition violates Federal or state law or (ii) VHS determines in good faith, based on the opinion on nationally recognized tax counsel, that such transfer or Disposition jeopardizes the tax exempt status of VHS or Vanderbilt, VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. OCE shall provide written Notice to VHS within ten (10) days of the transfer or Disposition of any portion of OCE's Membership Interest. VHS may exercise its Put Option under this Section 14.1(d) by providing a Put Notice to OCE not later than thirty (30) days subsequent to the date that OCE provides written Notice to VHS of the transfer or Disposition of any portion of its Membership Interest.
- (f) Upon Written Notice of VHS after Five Years. On the fifth anniversary of the Effective Date of this Operating Agreement and on each subsequent anniversary thereafter (each, an "Effective Put Date"), VHS shall have a Put Option with respect to all, but not less than all, of the Membership Interest of VHS for an amount equal to the Appraised Value of such Membership Interest. VHS may exercise its Put Option under this Section 14.1(e) by providing a Put Notice to OCE of its intent to exercise its rights hereunder at least one hundred twenty (120) days prior to the applicable Effective Put Date.
- (g) Closing. In the event VHS exercises a Put Option pursuant to this Section 14.1, the parties shall determine the Appraised Value of the Membership Interest of VHS within sixty (60) days after the date of the Put Notice; provided, however, that in the event VHS exercises its Put Option pursuant to Section 14.1(f), the parties shall determine the Appraised Value of the Membership Interest of VHS within sixty (60) days after the applicable Effective Put Date. The closing of the sale and purchase shall take place within forty-five (45) days after the determination of the Appraised Value. At the closing, OCE shall deliver the purchase price to VHS in cash and VHS shall convey to OCE all of its Membership Interest in the Company, free and clear of any and all liens and encumbrances.

Section 14.2 VHS Call Options

- (a) Five and Subsequent One Year Anniversaries. On the fifth anniversary of the Effective Date of this Operating Agreement and on each subsequent anniversary thereafter (the "Effective Call Date"), VHS shall have a Call Option with respect to all, but not less than all, of the Membership Interest of OCE for an amount equal to the Appraised Value of such Membership Interest. VHS may exercise a Call Option under this Section 14.2(a) by providing a Call Notice to OCE of its intent to exercise its rights hereunder at least one hundred twenty (120) days prior to the applicable Effective Call Date.
- OptionCare, Inc. becomes the subject of an investigation by a state or Federal agency for practices implicating (i) criminal laws related to health care fraud, (ii) false claims, or (iii) self-referral prohibitions, with respect to any of which a material penalty is reasonably likely to be assessed, VHS shall have a Call Option with respect to all, but not less than all, of the Membership Interest of VHS for a purchase price equal to the Appraised Value of such Membership Interest. VHS may exercise its Call Option under this Section 14.2(b) by providing a Call Notice to OCE not later than thirty (30) days subsequent to the public disclosure of the occurrence of the Call Event.
- (c) <u>Closing</u>. In the event VHS exercises a Call Option pursuant to this Section 14.2, the parties shall determine the Appraised Value of the Membership Interest of OCE within sixty (60) days after the applicable Effective Call Date or Call Notice. The closing of the purchase and sale shall take place within forty-five (45) days after the determination of the Appraised Value. At the closing, VHS shall deliver the purchase price to OCE in cash and OCE shall convey to VHS all of its Membership Interest in the Company, free and clear of any and all liens and encumbrances.

Section 14.3 OCE Put Options

- (a) Investigation. In the event that VHS or its parent company becomes the subject of an investigation by a state or Federal agency for practices implicating criminal laws related to health care fraud, false claims, or self-referral prohibitions with respect to which a material penalty is reasonably likely to be assessed, OCE shall have a Put Option with respect to all, but not less than all, of the Membership Interest of OCE for a purchase price equal to the Appraised Value of such Membership Interest. OCE may exercise its Put Option under this Section 14.3 by providing a Put Notice to VHS not later than thirty (30) days subsequent to the public disclosure of the occurrence of the Put Event. In addition to purchase price payable pursuant to this Section 14.3, VHS shall pay to OCE, contemporaneously with the payment for the Membership Interest, an amount equal to ten percent (10%) of such purchase price as liquidated damages for the potential reputational damage suffered by OCE by virtue of the event giving rise to the Put Option.
- (b) Violation or Breach of Operating Agreement by VHS. In the event of a material violation or breach of this Operating Agreement by VHS or any VHS Affiliate which remains uncured for more than thirty (30) days following Notice of such material violation or breach, OCE shall have a Put Option with respect to all, but not less than all, the Membership Interest of OCE for a purchase price equal to the Appraised Value of

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such Membership Interest. OCE may exercise its Put Option under this Section 14.2(b) by providing a Put Notice to VHS at any time but in no event later than thirty (30) days subsequent to the date that VHS provides Notice to OCE of the occurrence of the Put Event. In addition to purchase price payable pursuant to this Section 14.2(b), VHS shall pay to OCE, contemporaneously with the payment for the Membership Interest, an amount equal to ten percent (10%) of such purchase price as liquidated damages for the breach giving rise to the Put Option.

(c) <u>Closing</u>. In the event OCE exercises a Put Option pursuant to this Section 14.3, the parties shall determine the Appraised Value of the Membership Interest of OCE within sixty (60) days after the applicable Put Notice. The closing of the purchase and sale shall take place within forty-five (45) days after the determination of the Appraised Value. At the closing, VHS shall deliver the purchase price to OCE in cash and OCE shall convey to VHS all of its Membership Interest in the Company, free and clear of any and all liens and encumbrances.

Section 14.4 OCE Right of First Refusal

- (a) In the event that VHS exercises a Call Option as set forth herein and, within three (3) years from the date upon which VHS purchases OCE's Membership Interest, VHS receives a Bona Fide Offer from an OCE Competitor to purchase all or a part of the Membership Interests of the Company, OCE shall have a right of first refusal to purchase all or a part of the Membership Interests of the Company in accordance with the provisions below. In the event VHS receives a Bona Fide Offer to purchase all or a part of the Membership Interests of the Company, VHS shall provide OCE with written notice identifying the offeror and setting forth all material terms of such Bona Fide Offer. including, but not limited to, all financial terms and any provisions governing outside activities or covenants not to compete. OCE shall have thirty (30) days after receipt of such notice to notify VHS of OCE's election to purchase the Membership Interest(s) specified in the Bona Fide Offer, on material terms the same as those contained in the Bona Fide Offer. In the event OCE elects to purchase the subject Membership Interest(s) (on the terms set forth in the Bona Fide Offer), VHS and OCE shall execute an appropriate membership interest purchase agreement containing such material terms within sixty (60) days following OCE's notice to VHS. For purposes of this Section 14.4, "Bona Fide Offer" means a bona fide offer from a third party to purchase all or a part of the Membership Interest(s), which offer is evidenced by a signed term sheet or letter of intent setting forth the material terms of the proposed transaction, which terms are generally acceptable to VHS and which VHS intends to accept.
- (b) In the event that OCE does not elect to purchase the subject Membership Interest(s) and the terms of the originally described Bona Fide Offer change materially, VHS shall notify OCE of such change(s) and the terms of this Section 14.4(b) shall apply to the modified offer as if it were a new Bona Fide Offer. For purposes of this Section 14.4, "OCE Competitor" shall mean a direct competitor of OCE in existence at the time of the Bona Fide Offer and which provides home infusion services, respiratory therapy services, durable medical equipment, and related services. OCE Competitors currently include: Coram/Apria; Reeve Sain; IV Solutions; Infusion Partners; Precision Infusion;

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MediQuip; American Home Patient; and Lincare. The foregoing list shall be revisited and updated by the Board of Directors from time to time.

Section 14.5 Pledges of Membership Interests

Notwithstanding anything to the contrary herein, neither VHS nor OCE shall pledge or grant a security interest in its Membership Interest or grant, create, incur, assume or suffer to exist any lien or encumbrance on its Membership Interest without the prior written consent of the other Member.

ARTICLE XV TAXES

Section 15.1 Elections

The Board of Directors may make any tax elections for the Company allowed under the Code or the tax laws of any Taxing Jurisdiction; <u>provided</u> that no election shall be made to treat the Company as a corporation for Federal or applicable state income tax purposes (A) without the consent of a Supermajority Vote of the Members or (B) unless VHS determines, based on the opinion of nationally recognized tax counsel, that such election is required to preserve VHS's tax-exempt status consistent with Section 3.2.

Section 15.2 Tax Matters Partner

The Members shall designate OCE to act as the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. The Company and OCE shall take such action as may be necessary to cause each Member (other than OCE) to become a notice partner within the meaning of Section 6223 of the Code. OCE shall not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the other Member(s).

Section 15.3 Taxes of Taxing Jurisdictions

To the extent applicable and that the laws of any Taxing Jurisdiction so require, each Member will submit an agreement indicating that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's allocable share of income, and interest and penalties assessed on such income. If the Member fails to provide such agreement or if otherwise required by applicable law, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalties and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Article XIII. The Company and/or the Members may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax, penalties and interest so paid.

Section 15.4 Method of Accounting

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ARTICLE XVI DISPOSITION OF FINANCIAL RIGHTS

Section 16.1 Limitations

An Assignee of Financial Rights under this Article XVI shall have only those rights of an Assignee as described more fully in Section 17.1 hereof and shall have no right to become a Member of the Company or to exercise the assignor's Governance Rights unless such Assignee is admitted as a Substitute Member in accordance with Section 17.2 of this Operating Agreement. Any attempt to transfer or Dispose of a Membership Interest or any portion thereof which does not comply with the terms and conditions of this Operating Agreement shall be void.

Section 16.2 Permitted Transactions

Any Member may transfer or Dispose of its Financial Rights without the consent of the other Members if the transferee is an existing Member or Assignee of the Company or an Affiliate of the transferring Member.

Section 16.3 Consent, Etc.

Except as permitted by Section 16.2, and subject to Section 16.7, no Member or Assignee may transfer or Dispose of all or a portion of such Member's or Assignee's Financial Rights, unless:

- (a) prior to the transfer, the Company receives, unless waived by the Board of Directors in writing, an opinion of counsel satisfactory to the Board of Directors that (A) such Disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and Federal securities laws and such Disposition, and (B) alone or when combined with other transactions, would not result in a termination of the Company within the meaning of Section 708 of the Code;
- (b) prior to the Disposition, the Company receives from the transferee the information and agreements that the Board of Directors may reasonably require, including, but not limited to, any taxpayer identification number and any agreement that may be required by the Taxing Jurisdiction and an agreement whereby the transferee acknowledges that it will be bound by the terms and conditions of this Operating Agreement; and
- (c) the transferring Member or Assignee shall first obtain the written consent of the Members holding a majority of the Voting Power to such disposition exclusive of the Member whose Membership Interest is to be transferred and any remaining Membership Interest to be retained by the transferring Member.

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Section 16.4 Transfer Upon Dissociation of a Member

In the event a Member shall Dissociate as a Member of the Company pursuant to Section 18.1(a), then, within sixty (60) days after such Dissociation, the Company shall be obligated to purchase, and the Dissociated Member shall be obligated to sell to the Company, all of such Member's Financial Rights in the Company. The purchase price to be paid by the Company for such Financial Rights shall be determined in accordance with the provisions of Section 16.5 below and shall be paid in accordance with the provisions of Section 16.6 below.

Section 16.5 Purchase Price

The purchase price of the Financial Rights to be purchased in accordance with the provisions of Section 16.4 shall be determined as of the last day of the month preceding the month during which the event causing Dissociation under Section 16.4 occurs, and shall be the amount equal to the Appraised Value of the Financial Rights.

Section 16.6 Payment Period

- (a) The aggregate purchase price due to any Dissociated Member under Section 16.5 above shall be paid in the following manner:
 - (i) There shall first be credited against such purchase price the amount of any indebtedness due and payable to the Company by such Member. Such indebtedness shall be repaid out of the purchase price directly and deducted from the amount otherwise payable to the Dissociated Member.
 - (ii) There shall next be credited the amount of any expenses or damages incurred by the Company as a result of such Dissociation, if any.
 - (iii) Fifteen percent (15%) of the remainder of such aggregate purchase price shall be paid in cash at the closing of such sale. The balance of the purchase price remaining after the initial payment shall be payable in three (3) equal annual installments, the first such installment being payable within twelve (12) months after the initial payment, and each of the remaining two (2) installments being payable annually thereafter until the balance of the purchase price is paid in full. The
 - (iv) The balance of such purchase price, after the initial payment, shall be represented by non-negotiable promissory notes of the Company delivered to the Dissociated Member, bearing interest at the Default Interest Rate, compounded semiannually, from the date of the initial payment. The promissory notes shall provide that the Company shall have the privilege of prepaying all or any part of the purchase price at any time with interest to the date of prepayment, and that a default in the payment of any installment shall cause the remaining unpaid installments to become immediately due and payable at the option of the payee. The promissory notes shall be secured by the transferred Financial Rights.

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(b) The date of closing with respect to the sale of a Dissociated Member's Financial Rights in the Company pursuant to Section 16.4 of this Article XVI shall, unless a closing date is agreed to by the Dissociated Member and the Board, be

determined by the Board and shall take place within sixty (60) days of the event which causes the Member to Dissociate from the Company.

Section 16.7 No Transfers to Competitors

Notwithstanding anything to the contrary in this Operating Agreement, in no event shall any Member transfer or Dispose of any portion of such Members' Financial Rights or Membership Interest in the Company to any Competitor of either Member or any Person (other than an Affiliate transfer permitted by Section 16.2 and 17.4) engaged, directly or indirectly through Affiliates or otherwise, in any business which has been conducted by the Company or any Member, directly or indirectly through Affiliates or otherwise, at or within twelve months prior to the time of any transfer without the prior written consent of all other Members (which consent may be given or withheld in their sole discretion).

ARTICLE XVII ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

Section 17.1 Rights of Assignees

Notwithstanding anything to the contrary contained in this Operating Agreement other than the provisions of Section 17.4 hereof, the only rights which an Assignee of a Member pursuant to Article XVI shall have are those rights associated with the Financial Rights received and such Assignee shall not possess any Governance Rights or right to become a Member, provided, however, that in the event an Assignee is an existing Member of the Company, such Assignee shall receive all Governance Rights incident to the transferred Financial Rights. An Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Income and Net Losses attributable to transferred Financial Rights. Therefore, to the limited extent of the provision for the rights of Assignees as provided above, reference herein to Members shall be extended to include Assignees. For example, for purpose of allocations and Distributions under Article XIII, the references to Members shall include Assignees.

Section 17.2 Admission of Substitute Members

Except as permitted under Section 17.4, an Assignee of Financial Rights shall be admitted as a Substitute Member and entitled to all the rights (including Governance Rights) of the Member who initially assigned the Financial Rights only with the affirmative Supermajority Vote of the Members exclusive of the Member with the Membership Interest to be transferred. The Members may grant or withhold the approval of such admission in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Financial Rights. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Financial Rights from any liability to the Company that may have existed prior to the approval.

Section 17.3 Admission of Additional Members

From the Effective Date of this Operating Agreement, any Person approved by an affirmative Supermajority Vote of the Members may become an Additional Member of the

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Company for such consideration as such Members shall determine, subject to the terms and conditions of this Operating Agreement. No Additional Member shall be entitled to any retroactive allocation of income, gain, loss, deduction or credit by the Company. The Board may at the time the Additional Member is admitted, close the Company's books (as though the Company's Taxable Year had ended) or make pro rata allocations of income, gain, loss, deduction or credit to the Additional Member for that portion of the Company's Taxable Year in which the Member was admitted in accordance with the provisions of Section 706(d) of the Code and the Regulations promulgated thereunder. Upon admission of an Additional Member, this Operating Agreement and/or Schedule 1 to this Operating Agreement shall be amended in order to reflect such additional Member's Membership Interest in the Company.

Section 17.4 Admission of Affiliate as Substitute Member

At any time, either Member, in its capacity as a Member, may in its sole discretion assign all, but not less than all, of its Membership Interest to one of its Affiliates, and from and after the effective date of such assignment such assignee Affiliate shall become a Substitute Member without the affirmative Supermajority Vote of the Members as otherwise would be required by Section 17.2 of this Operating Agreement. Such Substitute Member Affiliate shall acquire and possess all rights, and be subject to all obligations, associated with the transferor Member's Membership Interest (including Governance Rights and Financial Rights).

ARTICLE XVIII DISSOCIATION, DISSOLUTION AND WINDING UP

Section 18.1 Dissociation

A Person shall cease to be a Member upon the happening of any of the following Dissociation Events:

- (a) The withdrawal of a Member, consent to which withdrawal requires an affirmative Supermajority Vote of the Members.
- (b) In the case of a Member who assigns all of his or her Financial Rights, by the affirmative Supermajority Vote of the Members who have not assigned their Membership Interests.
 - (c) The making by a Member of an assignment for the benefit of creditors.
 - (d) A Member's being subject to Bankruptcy (as defined in the Act).
- (e) The appointment of a trustee or receiver for the Member or for all or any substantial part of its property.
 - (f) The dissolution of the Member for state corporate law purposes.

Section 18.2 Rights of Dissociating Member

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In the event a Member Dissociates from the Company and such Dissociation causes a Dissolution and winding up of the Company under this Article XVIII, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by damages sustained by the Company as a result of the Dissolution and winding up.

Section 18.3 Term and Dissolution

The Company shall continue in full force and effect until December 31, 2034 (the "Term"), except that the Company shall be dissolved and its affairs wound up prior to such date, upon the first to occur of the following events (which, unless the Members agree to continue the business, shall constitute "Dissolution Events"):

- (a) The affirmative Supermajority Vote of the Members' Interests to dissolve.
- (b) The Dissociation of any Member as provided in Section 18.1 of this Article XVIII, unless (i) there is at least one remaining Member and (ii) the legal existence and business of the Company is continued with the consent of such remaining Members within ninety (90) days after such Dissociation.
- (c) The merger of the Company and the Company is not the successor limited liability company in such merger or the consolidation of the Company with and into one or more limited liability companies or other entities.
- (d) The entry of a final decree of dissolution of the Company by a court of competent jurisdiction.
- (e) The determination of an appraiser pursuant to Section 6.15(c) that the amount offered pursuant to the Bid Notice provided by OCE pursuant to Section 6.15 is not consistent with fair market value.

If the Company shall not continue after a Dissolution Event, the Company shall deliver articles of dissolution to the Secretary of State and commence winding up.

Section 18.4 Distribution of Assets on Dissolution

Upon the winding up of the Company, Company Property shall be distributed in the following order:

- (a) To creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities.
- (b) To Members in accordance with and in proportion to their respective positive Capital Account balances taking into account all Capital Account adjustments for the Company's Taxable Year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's Taxable Year or, if later, within ninety (90) days after the date of liquidation. Such Distributions shall be in cash or property or partly in both, as determined by the Board of Directors or other liquidator.

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Section 18.5 Effect of Dissolution

Upon dissolution, the Company shall cease carrying on the Company business but shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution with respect to the Company, or the equivalent thereof, has been issued by the Secretary of State.

Section 18.6 Winding Up and Articles of Termination

The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property of the Company has been distributed to the Members. Upon the completion of winding up of the Company, articles of termination shall be delivered to the Secretary of State. The articles of termination shall set forth such information as is required by the Act.

ARTICLE XIX REPRESENTATIONS OF MEMBERS

Section 19.1 In General

As of the Effective Date, each individual Member hereby makes each of the representations and warranties applicable to such Member as set forth in this Article XIX, and such representations and warranties shall survive the execution of this Operating Agreement. Said warranties and representations shall also be made by and shall be binding upon all persons admitted as Additional Members or Substitute Members at any time after the Effective Date.

Section 19.2 Power to Execute Operating Agreement

Each Member hereby represents and warrants that if such Member is an Entity, it is duly organized or duly formed, validly existing, and in good standing under the laws of the jurisdiction of its organization and that it has full organizational power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such Member represents and warrants further that it is duly licensed of qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse affect on its financial condition of its ability to perform its obligations hereunder. Each Member hereby represents that it has the individual or organizational power and authority to execute and deliver this Operating Agreement and to perform its obligations hereunder and, if such Member is an Entity, the execution, delivery and performance of this Operating Agreement has been duly authorized by all necessary corporate, partnership, or organization action. Each Member hereby represents and warrants that this Operating Agreement constitutes the legal, valid and binding obligation of such Member.

Section 19.3 Investment Representations

The undersigned Members acknowledge (i) that the Membership Interests evidenced by this Operating Agreement have not been registered under the Securities Act of 1933, the

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Tennessee securities laws or the securities laws of any other state (the "Securities Acts") in reliance upon the exemptions from the registrations requirements of the Securities Acts providing for the issuance and sale of securities not involving a public offering, (ii) that the Company and the other Members have relied upon the fact that the Membership Interests are to be held by each Member (or Assignee) for investment, and (3) that exemption from registrations under the Securities Acts would not be available if the Membership Interests were acquired by a Member (or Assignee) with a view to distribution.

Accordingly, each Member hereby represents and warrants to the Company that such Member has acquired the Membership Interest for such Member's own account for investment and not with a view to the resale or distribution thereof. Each Member agrees not to transfer, sell or offer for sale any portion of such Member's Membership Interest unless there is an effective registration or other qualification relating thereto under the Securities Act of 1933 and under any applicable state securities laws or unless the holder of such Membership Interest delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification under such Act and applicable state securities laws is not required in connection with such transfer, offer or sale. Each Member acknowledges that the Company is under no obligation to register such Member's Membership Interest or to assist such Member in complying with any exemption from registration under the Securities Acts if such Member should at a later date wish to dispose of the Membership Interest. Furthermore, each Member realizes that such Membership Interest is unlikely to qualify for disposition under Rule 144 of the Securities and Exchange Commission unless such Member is not an Affiliate of the Company and the Membership Interest has been beneficially owned and fully paid for by such Member for at least two years.

ARTICLE XX AMENDMENT

Section 20.1 Operating Agreement May Be Modified

This Operating Agreement may be modified as provided in this Article XX (as the same may from time to time be amended).

Section 20.2 Amendment or Modification of Operating Agreement

This Operating Agreement may be amended or modified from time to time only by a written instrument adopted by an affirmative Supermajority Vote of the Members.

ARTICLE XXI DEADLOCKS; OTHER DISPUTE RESOLUTION

Section 21.1 Deadlocks

A "Deadlock" shall occur with respect to any matter for which approval by the Board of Directors is required, and such matter is not approved as a result of a vote in which an equal number of the Directors have voted for and against the matter (a "Tie Vote"), and during the fifteen (15) calendar day period following the Tie Vote, the Board of Directors is unable or fails to break the Tie Vote. During such period, the Board of Directors shall seek in good faith to

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.atár 14 Ju hold at least two (2) additional meetings at which it shall make a good faith effort to break the Deadlock. To the extent practicable, the Board of Directors shall seek to resolve the Deadlock in a manner consistent with the Company's most recently approved business plans and/or budgets. If the Deadlock is not resolved within the fifteen (15) calendar day period following the Tie Vote, then Notice of the Deadlock shall be given to the Members, and the authorized representatives of the Members shall then make a good faith effort to resolve the dispute and break the Deadlock within ten (10) calendar days of receiving the Notice of the Deadlock. If the Deadlock is still not resolved, the matter shall be submitted to the highest ranking officer of each of the Members, and such officers shall meet in person within five (5) calendar days following such submission and shall attempt in good faith to resolve the matter in one day. If the matter remains unresolved, then the Members shall submit the Deadlock to nonbinding mediation in accordance with Section 21.4 below.

Section 21.2 Good Faith Resolutions of Disputes

The parties hereto agree that in the event there should arise between them a dispute (a "Dispute") regarding the interpretation or performance of this Operating Agreement, they shall make a good faith effort to resolve such disputes in accordance with Section 21.3. As used in this Article XXI, the term "Dispute" shall not include a Deadlock or any disagreement or dispute over policy or other matters expressly left by this Operating Agreement to the discretion, judgment or unilateral action or decision of a party or an employee of a party hereto even if consultation with the other party is required.

Section 21.3 Agreement to Negotiate

Prior to asserting any legal right or remedy arising from a Dispute, the parties agree to adhere to the following procedures:

The party determining that there is a Dispute ("Claimant") first shall give written Notice thereof to the other party ("Recipient") setting forth in detail the pertinent facts and circumstances relating to such Dispute and the proposed manner of resolving the same.

- (a) Recipient shall have a period of seven (7) calendar days from receipt of Claimant's Notice in which to consider the Dispute which is the subject of the Notice, and the Claimant's proposed resolution thereof, and to furnish in writing to Claimant a written statement of Recipient's position.
- (b) Within seven (7) calendar days of Claimant's receipt of Recipient's written statement, the parties shall meet in an effort to resolve amicably any difference which may exist.
- (c) If the Dispute is not resolved within three (3) calendar days following the meeting of the parties described in Section 21.3(c), the Dispute shall be submitted to nonbinding mediation in accordance with Section 21.4.

Section 21.4 Nonbinding Mediation

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For any Deadlock or Dispute submitted to nonbinding mediation, such mediation shall be conducted in Nashville, Tennessee in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. Within thirty (30) calendar days after a mediator has been selected in accordance with such rules, the parties shall meet with the mediator for at least one mediation session of at least four (4) hours, it being agreed that each party's representative attending that mediation session shall act in good faith. The mediation may be terminated at any time by either party by Notice that the mediation procedures are not productive. The costs of the mediation shall be shared equally between the parties.

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section 22.1 Entire Agreement

This Operating Agreement constitutes the entire agreement among the parties with respect to the matters covered herein. No party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each party hereby acknowledges that in executing this Operating Agreement, such party has not been induced, persuaded or motivated by any promise or representation made by any other party, unless expressly set forth herein. All previous negotiations, statements and preliminary understandings by the parties or their representatives are merged in this Operating Agreement.

Section 22.2 Rights of Creditors and Third Parties

This Operating Agreement is entered into by and among the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by the Act or other applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

Section 22.3 Interpretation

For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Operating Agreement hereby agree to the terms and conditions contained herein, as it may from time to time be amended according to its terms. It is the express intention of the Members that this Operating Agreement and the Articles shall be the sole source of agreement of the parties, and, except to the extent a provision of the Operating Agreement expressly incorporates Federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Operating Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under the Act, the Operating Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of this Operating

Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment.

Section 22.4 Governing Law

This Operating Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Tennessee, and specifically the Act, applied without respect to any conflicts-of-law principles. Each party hereby consents to the jurisdiction of all state and Federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts without regard to choice of law principles, and agrees that such courts shall be the exclusive forum for any legal actions brought in connection with this Operating Agreement or the relationships among the parties hereto.

Section 22.5 Execution of Additional Instruments

Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

Section 22.6 Construction of Terms

Whenever used in this Operating Agreement and when required by the context, the singular number shall include the plural and the plural the singular. Pronouns of one gender shall include all genders.

Section 22.7 Captions

The captions as to contents of particular articles, sections or paragraphs contained in this Operating Agreement and the table of contents hereto are inserted for convenience and are in no way to be construed as part of this Operating Agreement or as a limitation on the scope of the particular articles, sections or paragraphs to which they refer.

Section 22.8 Waivers

The failure of any party to seek redress for violation of or to insist upon the strict performance of any agreement or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation from having the effect of an original violation.

Section 22.9 Rights and Remedies Cumulative

The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Section 22.10 Heirs, Successors and Assigns

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

Section 22.11 Counterparts

This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the pa effective the 1st day of August	rties hereto have executed this Operating Agreement, 2009.
J	COMPANY:
	WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC
	Outh Traying By: Charles L. Gragon Its:
	MEMBERS:
*	VANDERBILT HEALTH SERVICES, INC.
	Ву
	Its:
	OPTION CARE ENTERPRISES, INC.
	By: Paul Mastrapa

Its: President

IN WITNESS WHEREOF, the parties hereto have executed this Operating Agreement effective the | St | day of | Account | 2009.

COMPANY:

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

By:

Its:

MEMBERS:

VANDERBILT HEALTH SERVICES, INC.

By:

Its:

OPTION CARE ENTERPRISES, INC.

By: Paul Mastrapa

Its: President

ATTACHMENT SECTION A-6A, 6B-1 a-b, 6B-2

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE ("Amendment") is made as of November 6, 2017 ("Effective Date") by and between EP Grassmere, LLC, a Tennessee limited liability company ("Landlord") and Option Care infusion Services, LLC, a Tennessee limited liability company, formally known as Walgreens Infusion and Respiratory Services, LLC ("Tenant"), under the following circumstances:

WITNESSETH

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated September 21, 2015 ("Lease") whereby Landlord leases to Tenant premises consisting of 15,306 rentable square feet of space located at 624 Grassmere Park Drive, Suite 22, Nashville, TN 37211 ("Premises");

WHEREAS, Landlord and Tenant desire to amend certain terms of the Lease;

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Landlord and Tenant agree to amend the Lease as follows:

1. The name of Tenant was changed to:

"Option Care Infusion Services, LLC"

2. Section 41 of the Lease is hereby deleted in its entirety and replaced with the following:

Tenant:

Option Care Enterprises, Inc. 3000 Lakeside Drive, Sulte 300N

Bannockburn, IL 60015

Attn.: President

With a copy to:

Option Care Enterprises, Inc. 3000 Lakeside Drive, Suite 300N

Bannockburn, IL 60015 Attn.: General Counsel

3. The address of Landlord in the Schedule to the Lease is hereby deleted and replaced with the following:

EP Grassmere LLC

C/O Eakin Properties, LLC

1201 Demonbreun Street, Suite 1400

Nashville, TN 37203

4. Except as expressly modified above, all terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed.

624 Grassmere

Walgreens Infusion and Respiratory Services, LLC

Schedule to Lease Agreement

Landlord:

EP Grassmere, LLC, a Tennessee limited company, whose address is C/O Eakin Properties, LLC, 1600 Division St., Ste. 600, Nashville, TN 37203

Tenant:

Walgreens Infusion and Respiratory Services, LLC, a Tennessee limited liability company whose address is C/O Option Care Enterprises, Inc., 1411 Lake Cook Road, Deerfield, IL 60015

Leased Premises:

15,306 rentable square feet designated as Suite 22 of the building located at 624 Grassmere Park Drive, Nashville, Tennessee 37211 (referred to herein as the "Building," more particularly described on the Floor Plan attached hereto as Exhibit A and made a part hereof.

Term:

Six (6) years from Commencement.

Renewal Option:

Provided there have been no defaults during the Term, Tenant shall have the right under the same terms and conditions to renew this lease for one (1) additional five (5) year term by providing written notice to the Landlord no later than two hundred seventy (270) calendar days prior to the expiration of the initial term at a rental rate and other economic considerations equal to fair market rental rate for renewal in comparable buildings in the area with comparable finishes and parking facilities.

Commencement Date:

Upon completion of Tenant Improvements, but in no event later than two hundred ten (210) calendar days following Landlord's delivery of the Premises, broom clean and ready for tenant work. Rent starts on the Commencement Date.

Occupancy

The date on which the Landlord delivers the Premises to the Tenant,

Expiration Date:

Six (6) years from the Commencement Date, subject to

change as provided in Section 1 of the Lease.

Annual Base Rental:

\$14.90 per rentable square foot and increasing by 2.0% per year at the beginning of each new lease year. The Rent Schedule is attached as Exhibit B.

Rentable Area:

15,306 rentable square feet in Suite 22.

Entire Building Rentable Area:

The rentable area for the entire Building is 146,798 rentable square feet.

Real Estate Taxes and Operating Expenses

Tenant shall pay its prorated share of Building Operating Expenses including, but not limited to, Taxes, Insurance, Base Building Utilities, Repairs & Maintenance, HVAC Preventative Maintenance, and Security. Such operating expenses are estimated to be \$3.91 per rentable square foot for calendar year 2015. Utilities for the Premises will be separately metered and billed direct to the Tenant. Controllable building expense shall be capped at a 5% compounding cumulative annual amount.

Tenant Cost Allowance:

Landlord shall contribute a Tenant Cost Allowance in the amount of \$229,590.00 to be used for design, permitting and construction of the Premises including maintenance and or repair of all electrical and HVAC equipment to insure it is in good working order for the Term of the Lease. All voice and data cabling may be paid for from the Construction Allowance.

Security Deposit and Pre-Paid Rent:

\$19,004.95 to be held and applied in accordance with Section 3 of the Lease, and an additional \$19,004.95 to be allocated as Base Rental for the twelfth (12th) of the Term provided there is no default by Tenant prior to end of the first year of Term.

Permitted Use:

Manufacture of compounded and other pharmacy products for home I.V. therapy with closed door licensed pharmacy, and infusion rooms for administration of such products.

Parking:

Tenant shall have access to up to 3.5 unreserved parking spaces per 1000 rentable square feet. Tenant shall have exclusive of up to three (3) designated spaces acceptable to Landlord.

Signage:

Building Standard Tenant signage is at the Suite as well as signage above the Suite door in a size and design acceptable to Landlord in its sole discretion. Tenant shall bear the cost of design, installation and removal of the sign in a manner acceptable to Landlord.

Broker:

Eakin Properties, LLC, Lee & Associates, and Chas Hawkins Company.

LANDLORD:

EP GRASSMERE, LLC, a Tennessee limited liability company

By: EP Real Estate Fund II, LLC, its Sole Member

By: Eakin Properties, LLC, its Manager

By: John EAKIN
Title: MANAGER

TENANT:

Walgreens Infusion & Respiratory Services, LLC, a Tennessee limited liability company By: Option Care Enterprises, Inc., a Member and its Manager By:

Print Name: Paul Mastrapa

Title:President____

LEASE AGREEMENT

- **EP Grassmere, LLC.** (hereinafter referred to as "Landlord") agrees to lease to the Tenant named in the Schedule (hereinafter referred to as "Tenant"), and Tenant accepts from Landlord the Leased Premises described in the Schedule (hereinafter referred to as the "Leased Premises") in consideration of the following mutual covenants and conditions:
- 1. <u>Term.</u> This Lease shall commence upon the Commencement Date specified in the Schedule, and it shall continue until the Expiration Date specified in the Schedule (hereinafter referred to as the "Term"). In the event of any delay on the part of Landlord in making the Leased Premises available for Occupancy by Tenant that is not caused by Tenant, the Commencement Date of the Term and the obligation of the Tenant to pay rent on the Leased Premises shall be extended by the period of the delay..
- Rent. Tenant shall pay an annual base rental in the amount specified in the Schedule 2. (hereinafter referred to as "Base Rental"). One-twelfth of such Base Rental, together with one-twelfth (1/12) of the Base Rental Adjustment as hereinafter defined, shall be due and payable in advance without demand on the first day of each calendar month during the Term of this Lease. In addition, Tenant shall pay to Landlord any sales, use or other tax (excepting corporate excise and income tax) that may be levied upon or in any way measured by this Lease or the rents payable by Tenant, notwithstanding the fact that a statue, ordinance or enactment imposing the same may endeavor to impose such tax upon Landlord. If the Term of this Lease commences on other than the first day of a calendar month or terminates on other than the last day of a calendar month, then the Base Rental and the Base Rental Adjustment for such month or months shall be prorated. Tenant shall also pay as additional rent, all such other sums of money as shall become due from and payable by Tenant to Landlord under this Lease. All rent or other payments due hereunder, if not paid when due, shall bear interest at the per annum rate of the Base Rate of interest that Citibank, N.A. establishes from time to time as its Base Rate, plus 2%, said interest rate to be adjusted on the date the Base Rate changes, but not to exceed the maximum lawful rate of interest chargeable under the laws of the State of Tennessee, from the date due until paid. In addition, Tenant shall pay to Landlord all costs of collection of the sums due hereunder including reasonable attorney fees.
- 3. Security Deposit. Landlord acknowledges that Tenant has deposited with Landlord a security deposit in the amount specified in the Schedule, and Landlord shall apply such security deposit to any delinquent rent due Landlord under this Lease. Tenant shall not be entitled to interest on the security deposit, and Landlord may commingle such security deposit with other funds of Landlord. Furthermore, Landlord at its option may apply such part of the deposit as may be necessary to cure any default under this Lease, and if Landlord does so, Tenant shall, upon demand, redeposit with Landlord an amount equal to that so applied so that Landlord will have the full security deposit on hand at all times during the term of this Lease. Upon the termination of this Lease, provided Tenant is not in default hereunder, Landlord shall refund to Tenant any of the then remaining balance of the deposit without interest. In the event of a sale or leasing of the Building or the real property on which the Building is located, Landlord shall have the right to transfer the deposit to the vendee or Tenant and Landlord shall thereupon be released by Tenant from all liability for the return of such deposit and Tenant agrees to look to the new landlord solely for the return of said deposit. The provisions hereof shall apply to every transfer or assignment made of the deposit to a new landlord.

4. Improvements to Leased Premises.

- Prior to applying for a building permit, Tenant shall furnish Landlord with a detailed floor plan layout and construction documents ready for codes (the "Plans") reflecting the improvements desired by Tenant in the Premises (the "Tenant Improvements"). The cost of the Plans will be paid from the Tenant Cost Allowance; provided, however, Landlord shall contribute \$1,530.60 (\$0.10 per rentable square feet) to the cost of the Plans. Landlord shall have the right to review and approve the Plans. Landlord shall have seven (7) calendar days to approve or comment on the Plans. If Landlord fails to respond, the Plans shall be deemed to be accepted. Tenant will cause the Tenant Improvements to be constructed substantially in accordance with the approved Plans by a contractor selected by Tenant and Landlord shall have the right to approve Tenant's contractor, in Landlord's reasonable discretion. Following Landlord's approval of Tenant's contractor ("Tenant's Contractor") and delivery of the Premises to Tenant for, Tenant will cause Tenant's Contractor to construct the Tenant Improvements in a good, first-class and workmanlike manner and in accordance with the approved Plans and all applicable laws, codes and regulations. The Tenant Improvements shall be performed (i) in such a manner so as not to obstruct the access to the Premises or to the premises of any other tenant or obstruct the Common Areas (as hereinafter defined in Section 5(F)), (ii) so as not to interfere with the occupancy of any other tenant of the Building, and (iii) at such times, in such manner and subject to such rules and regulations as Landlord may from time to time reasonably designate. Prior to commencing construction of the Tenant Improvements, Tenant shall deliver to Landlord (a) evidence of insurance (carried by Tenant and Tenant's Contractor) reasonably satisfactory to Landlord, which insurance shall be maintained throughout construction of the Tenant Improvements, and (b) a reasonably detailed project schedule. Landlord shall have the right, from time to time, to enter upon the Premises to perform periodic inspections of the Tenant Improvements. The cost of all Tenant Improvements in excess of the Tenant Cost Allowance shall be paid by Tenant.
- Landlord agrees to reimburse Tenant for the actual, out-of-pocket costs incurred by Tenant to complete the Tenant Improvements to the extent such costs directly improve the physical Premises, up to and not exceeding the Tenant Cost Allowance. If the cost of the Tenant Improvements exceeds the Tenant Cost Allowance, such excess amount shall be borne solely by Tenant. After Tenant has delivered a copy of Tenant's building permit to Landlord and construction of the Tenant Improvements has commenced, and provided Tenant is not in default (beyond any applicable notice and cure periods), Landlord shall pay the Tenant Cost Allowance to Tenant on a monthly basis following receipt of (i) paid invoices reflecting costs incurred to date of at least the amount of the requested Tenant Cost Allowance payment, and (ii) lien waivers from contractors and sub-contractors performing the work described in the invoices. Landlord shall not be obligated to pay the final ten percent (10%) of the Tenant Cost Allowance until (a) Tenant's Contractor has substantially completed the Tenant Improvements and received a certificate of occupancy from the applicable governmental authority, (b) Tenant has delivered to Landlord final lien waivers and affidavits from Tenant's Contractor and all subcontractors having performed any work at the Premises relating to the Tenant Improvements, together with copies of paid invoices, and (c) Tenant has furnished Landlord with a complete set of "as-built" drawings of the Premises in electronic PDF form, along with a list of each contractor, subcontractor and material supplier that includes their respective contact information and a description of all work performed by such contractor, subcontractor and material supplier.
- C. Tenant shall indemnify and hold Landlord harmless from and against all costs (including reasonable attorneys' fees and costs of suit), losses, liabilities, or causes of action arising

out of or relating to any alterations, additions or improvements made by Tenant to the Premises, including, but not limited to, any mechanics' or materialmen's liens asserted in connection therewith. No portion of Landlord's interest in the Project shall be subject to attachment on account of any work performed by or on account of Tenant, and Tenant shall provide written notice of same to all of its contractors. Should any mechanic's or other liens be filed against any portion of the Project by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant shall fail to cancel or discharge said lien or liens, within said thirty (30) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all reasonable costs incurred in canceling or discharging such liens.

- D. All improvements made to the Premises as a part of the Tenant Improvements shall be Landlord's property. Except as expressly set forth herein, Tenant agrees to accept and hereby accepts the Premises in "AS IS, WHERE IS" condition.
- 5. Base Rental Adjustment. The Base Rental Adjustment shall be calculated and paid as follows:
- A. The Rentable Area (hereinafter referred to as "RA") in the Leased Premises is hereby stipulated to be the number of square feet of Rentable Area specified in the Schedule, whether the same should be more or less as a result of variations resulting from actual construction and completion of the Leased Premises for occupancy.
- B. "Operating Costs" shall mean all operating expenses of the Building and all Common Areas as computed on the cash basis in accordance with generally accepted accounting principles consistently applied and shall include all expenses, costs and disbursements (but not payments of principal and interest on notes secured by deeds of trust on the Building and Common Areas, capital investment items related to the initial construction of the Building and Common Areas and replacements thereof, or costs specially billed to specific tenants) of every kind and nature that Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building or Common Areas, including but not limited to, the following:
- i. Wages, salaries, taxes, insurance and benefits directly attributable to all employees engaged in operating, maintaining, managing or providing security for the Building or Common Areas and to personnel who may provide traffic control relating to ingress and egress between the parking areas and adjacent public streets.
- ii. All supplies and materials used in operation and maintenance of the Building and Common Areas.
- iii. Utilities for the Building and Common Areas, including water, power, heating, lighting, air conditioning and ventilation (excluding utilities paid by Tenant or other third parties).
- iv. Maintenance, janitorial, dumpster, security, and service agreements for the Building or Common Areas, the sidewalks, appurtenant to the Building, and the equipment therein (excluding janitorial paid by Tenant or other third parties).

- v. Casualty, liability, and rent loss insurance applicable to the Building and Common Areas and Landlord's personal property used in connection therewith.
- vi. Taxes, assessments, office park association fees, franchise and excise taxes and governmental charges attributable to the Building and all Common Areas.
- vii. Repairs and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties).
- viii. Amortization of the cost of installation of capital investment items that are primarily for the purpose of reducing Operating Costs as hereinafter defined or which may be required by governmental authority by the passage of new laws, regulations, or requirements.
 - ix. Landlord's accounting costs attributable to the Building.
 - x. Fees paid by Landlord for management of the Building.
- xi. Legal consultants', appraisers' and auditing fees incurred in connection with an appeal for reduction of taxes or for other management purposes directly incurred in the operation of the Building and all Common Areas.
- C. For the purpose of computing the Base Rental Adjustment, "Tenant's Proportionate Share" shall be equal to the RA for the Premises divided by the RA for the entire Building, per the Schedule.
- D. As Additional Base Rental, Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Operating Costs during any calendar year within the Term of this Lease, or during any fractional part of a calendar year, with Tenant's obligation in such case to be prorated (the "Base Rental Adjustment"). For this purpose, Landlord may estimate the Tenant's Proportionate Share of Operating Costs for each calendar year or portion thereof during the Term, and Tenant's Base Rental shall be adjusted upward by the amount of such estimated amount (the "Estimated Base Rental Adjustment"). Said Estimated Base Rental Adjustment shall be divided by twelve and paid to Landlord as Additional Base Rental monthly on the same day the Monthly Base Rental is due and payable. If during any calendar year the Building is not fully occupied or if any tenant of the Building (other than Tenant) furnishes to itself any services which would otherwise have been furnished by Landlord, Operating Expenses shall be adjusted at the expiration of each calendar year as if the Building were 95 percent occupied during the entire year and as if Landlord had furnished such services. "Fully occupied" shall be defined as occupancy of 95 percent or more of the rentable area of the Building.
- E. Within one hundred, fifty (150) calendar days or as soon thereafter as may be reasonably practicable after the conclusion of each calendar year during the Term, Landlord shall furnish to Tenant a report describing the actual amount of Operating Costs for such calendar year and the actual Base Rental Adjustment. A lump sum payment shall be made by Landlord to Tenant or by Tenant to Landlord, as appropriate, within thirty (30) calendar days after the delivery of such report equal to the amount of any difference between the actual Base Rental Adjustment payable by Tenant pursuant to this Section 5 and the amount of any previous payments thereof by Tenant due to the Estimated Base Rental Adjustment based upon Landlord's estimate of annual Operating Costs. For a ninety (90) calendar day period following the giving of such report, Landlord shall afford Tenant

reasonable access to Landlord's books and records with respect to Operating Costs, to enable Tenant to verify the amount of Operating Costs that are the basis for the computation of the actual Base Rental Adjustment and the actual amount of the difference to be paid by Tenant or Landlord, as applicable; or, in lieu of such right of inspection, Landlord may, in its sole discretion, provide Tenant with an audit of Landlord's books and records with respect to Operating Costs prepared by an independent certified public accountant.

- F. "Common Areas" shall mean all areas, signage, installations and equipment provided from time to time by Landlord for the common use and benefit of the tenants of the Building, their employees, agents, licensees, customers and other invitees, including, without limitation, parking areas, exits, entrances, access roads, driveways, sidewalks, retaining walls, loading platforms and ramps, landscaped areas, and pedestrian walkways.
- 6. <u>Services to be Furnished by Landlord</u>. Landlord shall furnish the following services as a part of Operating Costs:
- A. Access to the Leased Premises twenty-four hours per day every day during the Term..
- B. Routine maintenance and electric lighting service for all public areas and special service areas of the Building in the manner and to the extent deemed by Landlord to be standard.
- C. Janitorial service to the Common Areas of the Building on business days; provided that Tenant shall provide any and all janitorial services for the Premises, in addition to pest extermination on a monthly basis in a manner satisfactory to Landlord.
- D. Electrical power to the Common Areas of the Building in the manner and to the extent deemed by Landlord to be standard, the parties agreeing that Tenant shall be solely responsible to pay for any electricity consumed by the Premises directly to the applicable utility provider. Tenant shall not overload the electrical system of the Building or Premises. Any additional equipment, feeders or risers necessary to supplement the existing electrical system shall be supplied by Landlord at the expense of Tenant, provided such installations will not, in Landlord's judgment, overload the electrical system of the Building or entail excessive or unreasonable alterations to the Building or the Leased Premises.
- E. Building standard fluorescent bulb replacement and incandescent bulb replacement in the Common Areas of the Building.
- F. Landlord to deliver HVAC units in good and operating order. Tenant shall maintain a preventative maintenance contract which meets Landlord's reasonable expectation, including but not limited to regular replacement of filters and belts. Tenant shall provide all service work files upon Landlord's request. If a unit requires non-standard repairs, Landlord is responsible for all costs and/or repairs in excess of \$500.00 per unit per occurrence. Further, Landlord is responsible to replace HVAC units should they fail due to normal wear and tear, in such instance, replacement cost in excess of One Thousand Dollars (\$1,000.00) per unit, per year, shall be borne by Landlord. In every instance concerning HVAC repairs and/or replacement beyond standard maintenance, Landlord shall use its reasonable discretion when determining solutions for such

repairs, acknowledging that Tenant will be using the Premises for regulated production of pharmaceutical products.

Failure by Landlord to any extent to furnish the services described in this Section 6, or any cessation thereof, resulting from the repair or alteration of the Building or causes beyond the reasonable control of Landlord shall not be construed as an eviction of Tenant, nor worth an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof.

Tenant shall return the Premises to the Landlord in the same condition as at Commencement, normal wear and tear excepted, including HVAC systems. Landlord shall be reasonable in its consent to Tenant's renovation of the existing Premises and will notify Tenant if any of Tenant's proposed improvements will need to be removed upon the expiration of the Term.

- 7. <u>Common Areas</u>. During the term of this Lease, for so long as Tenant is not in default hereunder, Landlord grants Tenant a non-exclusive license to use and occupy in common with others so entitled, the Common Areas of the Building, including, but not limited to, corridors, stairways, entranceways, parking areas, service roads, loading facilities, sidewalks, and other facilities as may be designated from time to time by Landlord subject to the terms and conditions of this Lease.
- 8. Keys, Locks and Card Keys. Landlord shall furnish Tenant with twenty (20) keys for each door entering the Leased Premises. Additional keys will be furnished at a charge to the Tenant on an order signed by Tenant or Tenant's authorized representative. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Leased Premises nor shall Tenant change the locks without Landlord's permission, and Tenant shall not make, or permit to be made any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all keys of the Leased Premises and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, installed in the Leased Premises by Tenant.
- 9. <u>Graphics.</u> Landlord shall provide and install all letters or numerals on entrance doors to the Leased Premises. The cost of all signage shall be from the Tenant Cost Allowance. All such letters and numerals shall be in the Building standard graphics and size, and no others shall be used or permitted on the Leased Premises with the written approval of Landlord.
- 10. Parking. Tenant shall have the right to use in common with the other tenants in the building the parking spaces as provided by Landlord adjacent to the building for parking of Tenant's automobiles and those of its employees and visitors, subject to the rules and regulations now or hereafter adopted by Landlord. Landlord reserves the right to adopt any regulations necessary to curtail unauthorized parking, including the required use of "parking permits." Tenant shall not use more than its prorata share of parking based on its square footage.
- 11. Permitted Uses. Tenant shall use and occupy the Leased Premises for the purpose specified in the Schedule and for no other purpose; provided, however Tenant shall not occupy or use, or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful, disreputable or deemed to be extra-hazardous on account of fire, or permit anything to be done which would in any way increase the rate of fire or liability or any other insurance coverage on the Building and/or its contents, cause the load upon any floor of the Building to exceed the load for which the floor was designed or the amount permitted by law, or use electrical energy exceeding the capacity of the then existing feeders or wiring installations. Tenant shall further

conduct its business and control its agents, employees, invitees, and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord in its operation of the Building. Tenant shall not allow the Premises to be used in any way which could be construed as a public accommodation and shall indemnify and hold Landlord harmless against any costs that may be incurred as a result of such use.

- 12. Laws, Regulations, and Rules of Building. Tenant shall comply with all applicable laws, ordinances, rules and regulations relating to the use, condition or occupancy of the Leased Premises and all Common Areas. Tenant shall comply with reasonable rules and regulations as may be adopted or altered by Landlord from time to time for the safety, care and cleanliness of the Leased Premises, Building and Common Areas and for preservation of good order therein after receiving notice thereof, including, but not limited to, the Rules and Regulations attached hereto as Exhibit C. Tenant agrees to provide Landlord with accurate financials (balance sheet and income statements) on the Tenant within 7 calendar days of request from the Landlord, and the receipt of an executed confidentiality agreement reasonably acceptable to Tenant.
- shall not be required to make any improvements to or repairs of any kind or character in the Leased Premises prior to the Commencement Date. Landlord shall keep in good order, condition and state of repair the structural portions and the roof of the Building and the common area facilities provided by Landlord under the provisions hereof. Tenant agrees that Landlord's obligation to make such repairs shall not relieve Tenant of the obligation to pay all sums which become due under this Lease. Landlord may at Tenant's written request, maintain special leasehold improvements at Tenant's expense, at a cost or charge equal to the direct costs incurred in such maintenance plus 15% of said cost to cover overhead. Tenant shall reimburse Landlord upon demand for the cost of repairing any damage to the Leased Premises or the Building caused by the deliberate act or negligent act of Tenant or its employees, agents or invitees not covered by insurance.
- Repairs and Alterations by Tenant. With the exception of those items to be 14. maintained and repaired by Landlord pursuant to the foregoing provisions, Tenant shall, at its expense, keep in good order, condition and state of repair all portions of the Leased Premises, including, but not limited to bathrooms, breakrooms, utility systems exclusively serving the Leased Premises to the point of connection to the common line (specifically including, but not limited to, plumbing, electrical, telephone, internet, gas, sprinkler, sewage, and/or heating, ventilating, and air conditioning systems, wherever same may be located, including any heating, ventilating and air conditioning equipment located on the roof of the Building) . In the event Tenant fails to comply with the requirements of this paragraph, Landlord may make such maintenance and repair and the cost thereof, plus 15% of said costs to cover overhead, with interest at 15% per annum shall be immediately payable to Landlord as Additional Rent. Tenant shall, at its own cost and expense, repair or replace any damage or injury done to the Leased Premises or the Building or Common Area, caused by Tenant or Tenant's agents, employees, invitees, contractors, or servants; provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make such repairs or replacements, and Tenant shall pay the costs thereof to the Landlord on demand as additional rent. No alterations in the Leased Premises or signs visible from outside the Leased Premises shall be made or installed by Tenant without the prior written consent of Landlord, and at Landlord's election such alterations or additions shall become the property of Landlord upon termination of this Lease. All plans for repairs, replacements, alterations, or installations required or permitted to be made by Tenant shall be subject to the approval of Landlord, which may be subject to any reasonable protections or restrictions designed to preserve the architectural design and structural

integrity of the Building and to protect against claims by materialmen and laborers. Tenant shall engage the Landlord (at Tenant's expense) or a mechanical contractor to perform routine maintenance to the heating and cooling systems including filter replacement and provide Landlord proof of such maintenance.

be committed on any portion of the Leased Premises, and at the termination of this Lease, Tenant shall deliver possession of the Leased Premises to Landlord in as good condition as at date of possession by Tenant, or as the same may have been improved during the Term, ordinary wear and tear or damage resulting from fire or other unavoidable casualty excepted. If Tenant installs improvements in the Leased Premises reasonably determined by Landlord to be special or non-standard, including but limited to, signage, light fixtures, low voltage cabling or supplemental HVAC equipment, Landlord may require Tenant to remove such special or non-standard improvements and restore the Leased Premises to its original condition at Tenant's sole cost and expense upon the termination of this Lease. Such work to remove special or non-standard items and to repair the Premises shall be complete on or before the expiration date of the Lease.

16. Intentionally Omitted.

- 17. **Peaceful Enjoyment.** Tenant shall have the right to peacefully occupy, use and enjoy the Leased Premises during the Lease Term, subject to the other terms hereof, provided Tenant pays the rent and other sums herein required to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained.
- 18. Landlord's Right of Entry. Landlord or its agents or representatives shall have the right to enter into and upon any part of the Leased Premises at all reasonable hours to inspect the same, clean or make repairs, alterations or additions thereto, as Landlord may deem necessary or desirable. Landlord further reserves the right to show the Leased Premises to prospective tenants or brokers during the last six (6) months of the Lease Term as extended, and to prospective purchasers or mortgagees at all reasonable times, provided twenty-four (24) hour's prior notice is given to Tenant in each case, and Tenant's use and occupancy of the Premises shall not be materially inconvenienced. Tenant shall not be entitled to any abatement or reduction of rent by reason of the exercise of the foregoing rights on the part of Landlord. Landlord and any other parties entering the Premises shall comply with Tenant's reasonable restrictions to protect the safety of its products and to comply with legal requirements.
- 19. Limitation of Landlord' Liability. Landlord's liability to Tenant shall be limited as follows:
- a. Tenant hereby assumes all risk of damage or injury to any person or property in, on, or about the Premises from any cause other than the gross negligence or willful misconduct of Landlord. By way of example, but without limitation, Tenant agrees that Landlord will not be liable for any loss, injury, death, or damage to persons, property, or Tenant's business resulting from (i) theft; (ii) act of God, public enemy, injunction, riot, strike, insurrection, war, terrorism, court order, requisition, order of governmental body or authority, fire, explosion or falling objects; (iii) any accident or occurrence in the Premises or any other portion of the Building caused by the Premises (or any other portion of the Building) becoming out of repair or by the obstruction, breakage or defect in or failure of equipment, pipes, sprinklers, wiring, plumbing, heating, ventilation and airconditioning or lighting fixtures of the Building or by broken glass or by the backing up of drains, or

by gas, water, steam, electricity or oil leaking, escaping or flowing into or out of the Premises; (iv) construction, repair or alteration of any other premises in the Building or the Premises; (v) business interruption or loss of use of the Premises; (vi) any diminution or shutting off of light, air or view by any structure erected on any land adjacent to the Building, even if Landlord is the adjacent land owner; (vii) mold or indoor air quality; (viii) any acts or omissions of any other tenant, occupant or visitor of the Building; or (ix) any cause beyond Landlord's control, unless caused by the gross negligence or willful misconduct of Landlord. In no event shall Landlord be liable for indirect, consequential, or punitive damages or for damages based on lost profits. None of the foregoing shall be considered a constructive eviction of Tenant, nor shall the same entitle Tenant to an abatement of rent.

b. All separate and personal liability of any member, partner, principal, joint venturer, director, officer, shareholder or beneficial owner of Landlord and of any constituents of the Landlord is hereby expressly waived by Tenant, and by every person now or hereafter claiming by, through, or under Tenant; and Tenant shall look solely to Landlord's interest in the Building and the proceeds of any insurance maintained by Landlord in connection with the Building for the payment of any claim against Landlord. Upon any transfer of Landlord's interest in this Lease or in the Building, the transferring Landlord shall have no liability or obligation for matters arising under this Lease after the date of such transfer.

20. Indemnity.

- a. Tenant shall hereby indemnify, defend and hold Landlord harmless against and from all liabilities, obligations, suits, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), that may be imposed upon, incurred by, or asserted against Landlord and arising, directly or indirectly, out of or in connection with (i) Tenant's use, occupancy or maintenance of the Premises, or the Building, (ii) any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease; and (iii) any negligent or otherwise tortious act or omission of Tenant.
- b. Landlord shall hereby indemnify, defend and hold Tenant harmless against and from all liabilities, obligations, suits, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), that may be imposed upon, incurred by, or asserted against Tenant and arising, directly or indirectly, out of or in connection with (i) any failure on the part of Landlord to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease; and (ii) any grossly negligent or otherwise tortious act or omission of Landlord.

21. Defaults and Remedies.

- A. Landlord shall have all rights and remedies allowed at law or in equity; including, but not limited to the following:
- (i) If any voluntary or involuntary petition under any section of any bankruptcy act shall be filed by or against Tenant, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare the Tenant insolvent or unable to pay Tenant's debts, and in the case of an involuntary petition or proceeding, the petition or proceeding is not dismissed

within thirty (30) days from the date it is filed, Landlord may elect, upon notice of such election, to terminate this Lease.

- (ii) If Tenant defaults in the payment of any installment of the rent and does not cure the default within five (5) business days after notice, or if Tenant defaults in the prompt performance of any other provision of this Lease and does not cure such other default within ten (10) business days, or forthwith if the default involves a hazardous condition, after written notice by Landlord, or if the leasehold interest of Tenant be levied upon under execution or be attached by process of law, or if Tenant makes an assignment for the benefit of creditors, or if a receiver be appointed for any property of Tenant, or if Tenant abandons the Leased Premises, Landlord may terminate this Lease and Tenant's right to possession of the Leased Premises or, without terminating this Lease, forthwith terminate Tenant's right to possession of the Leased Premises.
- (iii) Upon any termination of this Lease, or upon any termination of the Tenant's right to possession without termination of the Lease, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord.
- If Landlord elects to terminate Tenant's rights to possession only, (iv) without terminating this Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof without such entry and possession terminating this Lease or releasing Tenant from the obligation to pay the rent hereunder for the full Term. Upon and after entry into possession without termination of this Lease, Landlord may relet the Leased Premises or any part thereof for the account of Tenant for such rent, for such time and upon such terms as Landlord in its sole discretion shall determine, and Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting. A reletting for a term longer than the then remaining Lease Term shall not constitute an acceptance by Landlord of a surrender of this Lease or a waiver of any Landlord's rights hereunder. In any such case, Landlord may make repairs, alterations and additions in or to the Leased Premises, and redecorate the same to the extent reasonably deemed necessary or desirable by Landlord, and Tenant shall, upon demand, pay the cost thereof, together with Landlord's expense of the reletting. If the consideration collected by Landlord upon any such reletting for Tenant's account is not sufficient to pay monthly the full amount of the rent reserved in this Lease, together with the costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting, Tenant shall pay to Landlord the amount of each monthly deficiency upon demand.
- (v) Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safe-keeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within thirty (30) calendar days after the end of the Lease Term, however terminated, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale.
- B. In the event of any default by Landlord, Tenant shall be entitled to all remedies provided at law or in equity (except that Tenant shall not have the right to terminate this Lease or to withhold or offset rent), but prior to any such action Tenant will give Landlord written notice specifying such default with particularity, and Landlord shall thereupon have a reasonable

period, but in no event less than thirty (30) days, in which to commence to cure any such default. Unless and until Landlord fails so to commence to cure any default after such notice or having so commenced thereafter fails to exercise reasonable diligence to complete such curing, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder will be construed as independent covenants, not conditions; and all such obligations will be binding upon Landlord only to the extent that they accrued during the period of its ownership of the Building and not thereafter.

- C. In the event either party defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and the non-defaulting party places the enforcement of this Lease, or any part thereof, or the collection of any rent due, or to become due hereunder or recovery of the possession of the Leased Premises, in the hands of an attorney, or files suit upon the same, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party.
- D. Failure of either party to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but the party shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity.
- 22. <u>Holding Over</u>. If Tenant retains possession of the Leased Premises or any part thereof after the termination of this Lease, Tenant shall pay rent (including Base Rent and Base Rental Adjustment) at one hundred twenty five percent for (125%) for the first three months and two hundred percent (200%) thereafter during Tenant's holding over payable on the month preceding such holding over computed on a daily basis for each day that Tenant remains in possession. In addition thereto, Tenant shall be liable for and pay to Landlord, all damages, consequential as well as direct, sustained by reason of Tenant's holding over.
- 23. <u>Condemnation</u>. If the Leased Premises shall be partially taken or condemned for any public purpose to such an extent as to render a portion of the Leased Premises untenantable, the rental provided for herein shall abate as to the portion rendered untenantable. In the event the whole of the Leased Premises shall be so taken or condemned, this Lease shall terminate as of the date of taking of possession. All proceeds from any taking or condemnation of the Leased Premises shall belong to and be paid to Landlord.
- Building, or the Common Area is damaged or destroyed by fire or other casualty, cause or condition whatsoever through no fault or neglect of Tenant, its agents, employees, customers, invitees, visitors or contractors so as to cause the Leased Premises to be untenantable or to make it impossible for Tenant to continue its normal business operations therein, a just proportion of the rent herein reserved shall abate according to the extent the full use and enjoyment of the Lease Premises are rendered impossible by reason of such damage until such time as Landlord makes such portion of the Leased Premises tenantable, or useable for Tenant's normal business operations, as the case may be. If Landlord determines that such damage or destruction cannot be repaired within one hundred and eighty (180) calendar days so as to restore fully Tenant's full use and enjoyment of the Leased Premises, Landlord may, by written notice to the Tenant given within thirty (30) calendar days after such damage terminate this Lease as to all the Leased Premises as of the date of such destruction, and all rent owed up to the time of such destruction shall be paid by Tenant. If Landlord does not exercise its right to terminate after such damage, Landlord shall proceed with due diligence to restore

Tenant's full use and enjoyment of the Leased Premises within one hundred eighty (180) calendar days from the date of such destruction.

- 25. Casualty Insurance. Landlord shall maintain fire and extended coverage insurance on the portion of the Building constructed by Landlord, including additions and improvements by Tenant that are required to be made by Tenant under this Lease and which have become or are to become the property of Landlord upon vacation of the Leased Premises by Tenant. Said insurance shall be maintained with an insurance company authorized to do business in Tennessee in amounts desired by Landlord and at the expense of Landlord and payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain at its expense fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises and on all additions and improvements made by Tenant and not required to be insured by Landlord above, and Tenant shall provide Landlord with a current certificate evidencing such coverage in a form reasonably satisfactory to Landlord. If the annual premiums to be paid by Landlord shall exceed the standard rates because of Tenant's operations, contents of the Leased Premises, or improvements with respect to the Leased Premises beyond building standard, resulting in extra-hazardous exposure, Tenant shall promptly pay the excess amount of the premium upon request by Landlord as additional rent.
- 26. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive any and all rights of recovery, claim action or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Leased Premises, or any improvements thereto, or to the Building of which the Leased Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies referred to in Section 25 hereof, regardless of cause or origin, including negligence of the other party hereto, its agents, officers or employees, and covenants that no insurer shall have any right of subrogation against such other party.
- 27. Liability Insurance. Tenant shall maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the parking areas, Building or the Leased Premises in a combined single limit of not less than Five Million Dollars (\$5,000,000.00). Such insurance shall be effected under policies satisfactory to Landlord that shall name Landlord as an additional insured. Tenant shall furnish Landlord with a certificate evidencing such coverage that shall contain an undertaking by the insurer to give Landlord ten (10) business days' prior written notice of any modification or cancellation of the coverage afforded by such insurance. Landlord shall maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the parking areas, Building and the Common Areas in a combined single limit of not less than Five Million Dollars (\$5,000,000.00).
- Mortgages now or hereafter placed upon the Building, and all other encumbrances and matters of public record applicable to the Building, including without limitation, any reciprocal easement or operating agreements, covenants, conditions and restrictions and Tenant shall not act or permit the Premises to be operated in violation thereof. If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such foreclosure sale, to attorn and pay rent to such party and to execute and deliver any instruments necessary or appropriate to

evidence or effectuate such attornment. In the event of attornment, no Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Lender, or (iii) bound by any future modification of this Lease not consented to by such Lender. Any Lender may elect to make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default within the time permitted Landlord for cure under this Lease, any such Lender whose address has been so provided to Tenant shall have an additional period of thirty (30) days in which to cure (or such additional time as may be required due to causes beyond such Lender's control, including time to obtain possession of the Building by power of sale or judicial action or deed in lieu of foreclosure). The provisions of this Article shall be self-operative; however, Tenant shall execute such documentation as Landlord or any Lender may request from time to time in order to confirm the matters set forth in this Article in recordable form. To the extent not expressly prohibited by Law, Tenant waives the provisions of any Law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted or completed. Tenant agrees to execute any instruments evidencing such subordination and attornment as reasonably may be required by the holder of any mortgage or deed of trust on the building.

- 29. <u>Estoppel Letter</u>. Tenant shall at any time, upon not less than ten (10) business days' prior written request, execute and deliver in form and substance satisfactory to Landlord and any mortgagee or beneficiary under a deed of trust affecting the Leased Premises, an estoppel letter certifying:
 - A. The date upon which the Lease Term commences and expires:
 - B. The date to which rent has been paid;
- C. That Tenant has accepted the Leased Premises and that all improvements have been satisfactorily completed (or if not so accepted or completed, the matters objected to by Tenant);
- D. That the Lease is in full force and effect and has not been modified or amended (or if modified or amended, a description of same);
- E. That there are no defaults by Landlord under the Lease nor any existing condition with respect to which the giving of notice or lapse of time would constitute a default;
 - F. That Tenant has not received any concession;
- G. That Tenant has received no notice from any insurance company of any defects or inadequacies in the Leased Premises;

- H. That Tenant has no options or rights other than as set forth in this Lease or any amendment thereto described in such letter; and
- I. Such other matters as may be necessary or appropriate to qualify Tenant's response to any of the foregoing statements of which Landlord may reasonably request.

If such letter is to be delivered to a purchaser of the Building, it shall further include the agreement of Tenant to recognize such purchaser as Landlord under this Lease, and thereafter to pay rent to the purchaser or its designee in accordance with the terms of this Lease. Tenant acknowledges that any purchaser or prospective mortgagee of the Building may rely upon such estoppel letter and that Landlord may incur substantial damages by reason of any failure on the part of Tenant to provide such letter in a timely manner.

30. <u>Lease Commission</u>. Tenant represents and warrants that Tenant has dealt with and only with the Broker(s) named in the Schedule in connection with this Lease and Tenant agrees to indemnify and hold harmless Landlord and any broker employed by Landlord from any claims of other broker(s) in connection with this Lease. Landlord shall pay the leasing commission due to the within-named Broker(s).

31. Right of First Offer:

- a. During the Term of the Lease, but subject to the prior rights of an existing Tenant or any other party, if any, Landlord shall grant to Tenant a right of first offer on the space containing 8,452 rentable square feet contiguous to the Premises described as Suite 25 and the space containing 8,380 rentable square feet contiguous to the Premises described as Suite 21, and shown as the attached Exhibit D to this Amendment which may from time to time become vacant (the "ROFO Space"). In the event the Landlord intends to lease to a third-party all or any portion of the ROFO Space (but excluding any new or renewal lease or lease expansion with any then-existing tenant of all or any portion of the ROFO Space), Landlord shall give Tenant written notice of such offer ("Landlord's Notice"). Tenant shall thereupon have a right (a "Lease Right") to lease all, but not less than all, of the portion of the ROFO Space described in said Landlord's Notice, subject to the following terms and conditions:
- (i) Tenant gives Landlord a written notice exercising the Lease Right within five (5) business days after receipt of Landlord's Notice for such Lease Right.
- (ii) Tenant submits current financial statements of the Tenant to Landlord concurrently with Tenant's Notice exercising the Lease Right and such financial statements are approved in writing by the Landlord. Landlord agrees to maintain such financial statements as confidential information of the Tenant, in the same manner in which it maintains its own confidential information and will use such financial information only for the purpose of evaluating Tenant's exercise of the Lease Right.
- (iii) There has not been a default under this Lease either on the date Tenant exercises such Lease Right or, unless waived in writing by Landlord, on the proposed commencement date of the lease term for such portion of the ROFO Space; and

In the event that Tenant does not timely or properly exercise the Lease Right, Landlord may at any time thereafter lease the applicable portion of the ROFO Space to any third-party Tenant on such

terms and provisions as Landlord may elect until the Landlord fails to consummate a lease for such space or such third-party has vacated such space and such space is again available for leasing by a third-party.

- b. If Tenant exercised the Lease Right, the following terms and provisions shall apply:
 - (i) Landlord shall lease the applicable portion of the ROFO Space to the Tenant for a lease term of no less than three (3) years from commencement date and if that three year term extends beyond the term of this Lease then the term of this lease shall be extended to be conterminous.
 - (ii) The Rental Rate payable for the applicable portion of the ROFO Space shall match the then current rate of this Lease.
 - (iii) For purposes of paying any adjustments, Tenant's Pro Rata Share shall be increased effective as of the commencement date of the lease term for the applicable portion of the ROFO Space by the percentage determined by dividing the rentable area of such portion of the ROFO Space by the rentable area of the Building.
 - (iv) The ROFO space shall be accepted in its as-is, where-is condition.
 - (v) All the terms and provisions of this Lease shall apply with respect to the applicable portion of the ROFO Space, except as otherwise provided in this Article 31 (b) or except as same may be inconsistent with the provisions in this Article 31 (b).
- c. If Tenant exercises a Lease Right, Landlord and Tenant shall execute and deliver an amendment of this Lease reflecting the lease of the applicable portion of the ROFO Space by Landlord and Tenant on the terms and provisions set forth in this Article 31 (b) which amendment shall be executed and delivered by Tenant within fifteen (15) calendar days after Tenant exercises the applicable Lease Right.
- d. Each Lease Right shall automatically terminate and become null and void upon the earlier to occur (1) the expiration or termination of this Lease, (2) the termination of the Tenant's right to possession of the Premises, (3) the assignment of this Lease by Tenant in whole or in part, (4) the sublease by Tenant of the Premises, or any part thereof, (5) the recapture by Landlord of any space under the Article 16 above, or (6) the failure of the Tenant to timely or properly exercise such Lease Right.
- 31. <u>Hazardous Substance General</u>. The term "Hazardous Substances," as used in this lease shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances the use and/or the removal of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law, ordinance or other statue of a governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that (i) no activity will be conducted on the Leased Premises or in the Building that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been approved in advance in writing by Landlord; Tenant

shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and approved in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (iii) no portion of the Leased Premises will be used as a landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Tenant will not permit any Hazardous Substances to be brought into the Leased Premises, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Upon prior notice and during normal business hours, Landlord or Landlord's representative shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials, and if such Permitted Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work. If at any time during or after the term of the Lease, the Leased Premises is found to be so contaminated or subject to said conditions, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify and hold Landlord harmless from all claims, demand, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Leased Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

32. <u>ADA General Compliance</u>. Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupation or alteration of the Leased Premises, and Tenant shall use all reasonable efforts to fully comply with The Americans With Disabilities Act of 1990 ("ADA"). Landlord's responsibility for compliance with ADA shall include the Common Areas of the Building, but not the Leased Premises. Landlord shall promptly correct, at its sole expense, any ADA violations in the Common Areas.

Within ten (10) business days after receipt, Tenant shall advise Landlord in writing, and provide the Landlord with copies of (as applicable), any notices alleging violation of the ADA relating to any portion of the Building or of the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Building or of the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with ADA and relating to any portion of the Building or the Premises.

33. Assignment by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building. In such event and upon such transfer, no further liability or obligation shall accrue against the assigning Landlord.

34. Assignment or Sublease. In the event Tenant should desire to assign this Lease or sublet the Leased Premises or any part thereof (a "Transfer"), Tenant shall give Landlord at least sixty (60) calendar days prior notice, which shall specify the terms and effective date thereof. Landlord shall have thirty (30) calendar days following receipt of such notice to notify Tenant in writing that Landlord elects (a) to terminate this Lease as to the space so affected as of the effective date specified by Tenant in which event Tenant will be relieved on such effective date of all further obligation hereunder as to such space, (b) to permit the Transfer, subject, however, to subsequent written approval of the proposed assignee or subtenant by Landlord, or (c) to refuse to consent (with reasonable cause only) to Tenant's proposed Transfer and to continue this Lease in full force and effect as to the entire Leased Premises. If Landlord should fail to notify Tenant in writing of such election within such thirty (30) day period, Landlord shall be deemed to have elected option (b) above. If Landlord elects to exercise option (b) above, Tenant agrees to provide, at its expense, direct access to the assignment or sublease space common area of the Building. No Transfer shall relieve Tenant of any obligation under this Lease. Any attempted Transfer by Tenant in violation of the terms and covenants of this paragraph shall be void.

Notwithstanding the foregoing, neither (i) an assignment to a transferee of all or substantially all of the assets of Tenant, (ii) an assignment to a transferee which is the resulting entity of a merger or consolidation of Tenant with another entity, nor (iii) an assignment or subletting of all or a portion of the Premises to an "Affiliate" of Tenant (which term is defined to mean an entity which is controlled by, controls, or is under common control with, the original Tenant) (each of the entities described in (i) through (iii) above, a "Non-Transferee"), shall be deemed a Transfer under this Lease, provided that Tenant notifies Landlord of any such transaction and promptly supplies Landlord with any documents or information reasonably requested by Landlord regarding such transfer or transferee as set forth in items (i) through (iii) above, that such transaction is not a subterfuge by Tenant to avoid its obligations under this Lease, and that such transferee or affiliate shall have a net worth (not including goodwill as an asset) computed in accordance with generally accepted accounting principles (the "Net Worth") at least equal to the greater of (A) the Net Worth of Tenant immediately prior to such transaction, or (B) the Net Worth on the Effective Date of the original named Tenant. "Control," as used in this Section, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether by the ownership of voting securities, by contract or otherwise.

- 35. <u>Amendments</u>. This Agreement may not be altered or amended, except by an instrument in writing signed by all parties hereto. Tenant agrees that it shall execute such further amendments to this Lease as may be reasonably requested by any future holder of a first mortgage on the Building, provided such amendments do not materially and adversely affect the interest of Tenant hereunder.
- 36. <u>Binding Agreement</u>. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, to the extent permitted by Section 34, the successors and assigns of Tenant.
- 37. <u>Gender</u>. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.
- 38. Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of Tennessee.

- 39. Entire Agreement. This Lease and the Exhibits attached hereto and forming a part hereof set forth the entire agreement between Landlord and Tenant.
- 40. <u>Severability</u>. The invalidity or unenforceability of a particular provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 41. <u>Payment and Notices</u>. Any payment or notice required or permitted hereunder shall be deemed to have been duly made or given when personally delivered or deposited in the United States Mail, postage prepaid, and addressed to Landlord at the address specified in the Schedule of the Lease and to Tenant at the address specified below until the commencement of the Term and thereafter at the address previously furnished in writing to the other party.

Tenant:

Option Care Enterprises, Inc. 1411 Lake Cook Road Deerfield, IL 60015

Attn: President

With a copy to:

Option Care Enterprises, Inc.

1411 Lake Cook Road Deerfield, IL 60015 Attn: Legal Department

42. <u>Mortgage Protection</u>. Tenant agrees to give any mortgage and/or deed of trust holders, as to all or a portion of the Building, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice or assignment of rents and leases, or otherwise) of the addresses of such mortgage and/or deed of trust holders. Any such mortgage and/or deed of trust holders shall have thirty (30) calendar days after receipt of notice of such default or such other amount of time as may be reasonably required to cure such default, including time to obtain possession of the Building by power of sale or judicial action or deed in lieu of forcelosure.

IN WITNESS WHEREOF, the parties hereto have executed this foregoing Lease as of the day of 9-21, 2015

LANDLORD:

EP GRASSMERE, LLC,

a Tennessee limited liability company

By:

EP Real Estate Fund II, LLC,

its Sole Member

By:

Eakin Properties, LLC,

its Manager

Bv:

Title:			
TENANT:			
	7		4
By:	~ 4		
Print Name:	14	1711	ES ZEZA

Name:

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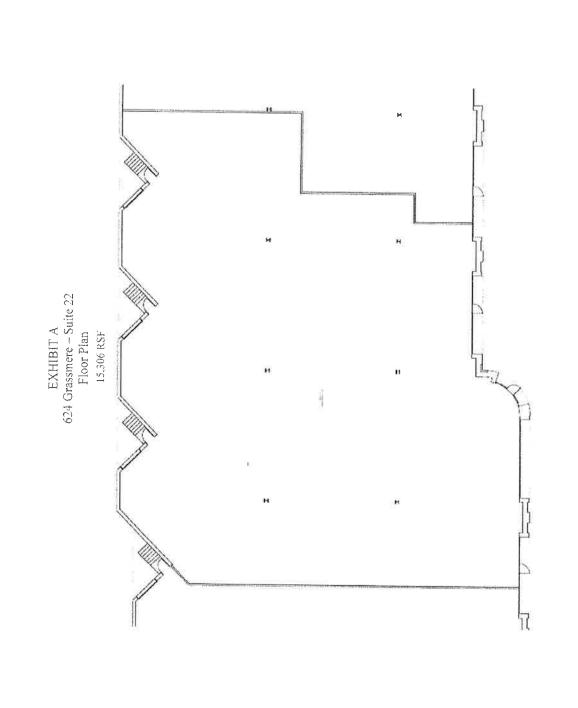


EXHIBIT BRent Schedule

Walgreens Infusion and Respiratory Services, LLC 624 Grassmere

Suite 22

15,306 RSF

Initial Rent (per RSF) \$

14.90

Annual Increase

2.00%

YEAR	MONTHLY	PER PERIOD	
	\$19,004.95	\$228,059.40	
2	\$19,385.05	\$232,620.59	
3	\$19,772.75	\$237,273.00	
4	\$20,168.20	\$242,018.46	
5	\$20,571.57	\$246,858.83	
6	\$20,983.00	\$251,796.01	

EXHIBIT C

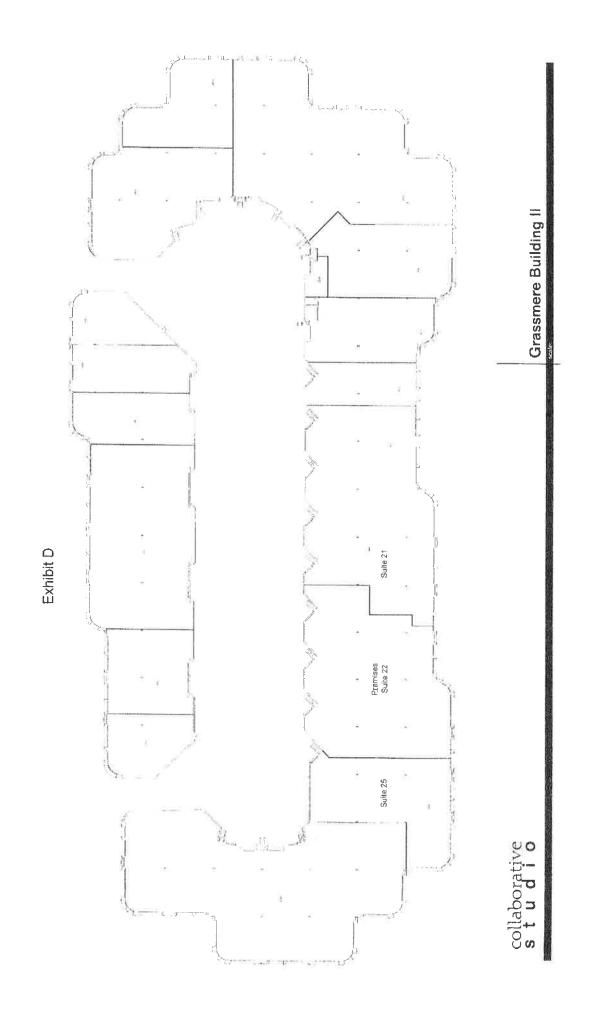
Building's Rules and Regulations

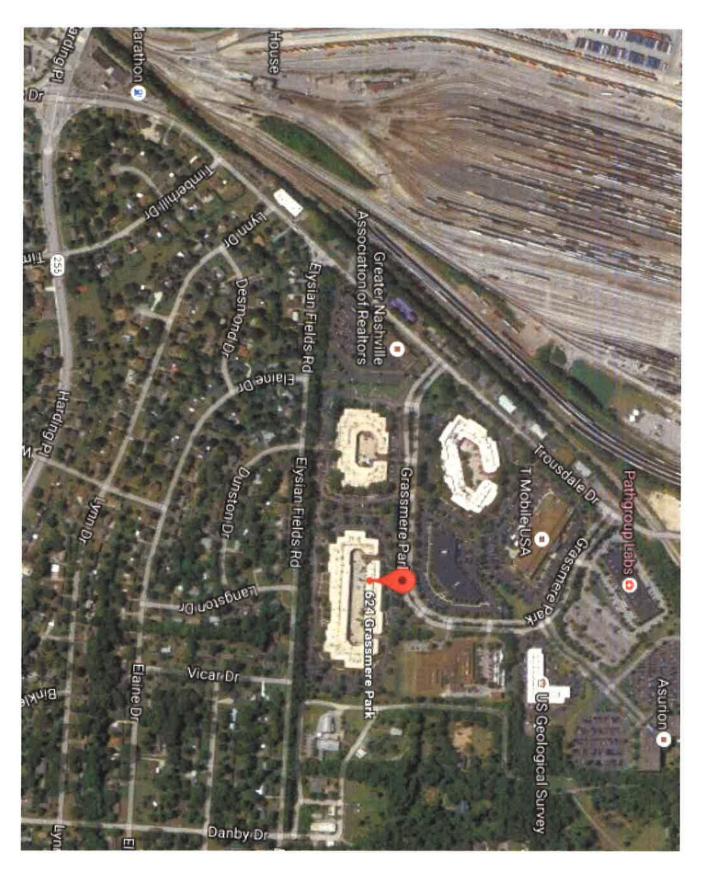
- 1. The sidewalks, entrances, passages, courts, vestibules, or stairways of the Building shall not be obstructed or encumbered or used for a purpose other than ingress and egress to and from the premises demised to any tenant or occupant.
- 2. No awnings or other projection shall be attached to the outside walls or windows of the Building without the prior consent of Landlord. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with any window or door of the premises demised to any tenant or occupant, without the prior consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in a manner, approved by Landlord.
- 3. Building Standard Tenant signage to be installed by Tenant. Building Standard Tenant signage is at the Suite as well as signage above the Suite door in a size and design acceptable to Landlord in its sole discretion. Tenant shall bear the cost of design, installation and removal of the sign in a manner acceptable to Landlord.
- 4. The sashes, sash doors, skylights, windows, and doors that are a visable from public places in the Building shall not be covered or obstructed, nor shall any bottles, parcels, or other articles be placed on any window sills.
- 5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in vestibules or other public parts of the Building without Landlord approval.
- 6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. No tenant shall bring or keep, or permit to be brought or kept, any inflammable, combustible, explosive or hazardous fluid, materials, chemical or substance in or about the premises demised to such tenant, other than as provided in the Lease.
- 7. No tenant or occupant shall mark, paint, drill into, or in any way deface any part of the Building or the premises. No boring, cutting or stringing of wires shall be permitted, except with the prior consent of Landlord, and as Landlord may direct. No tenant or occupant shall install any resilient tile or similar floor covering in the premises demised to such tenant or occupant except in a manner approved by the Landlord.
- 8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the premises demised to any tenant. No cooking, except for microwave cooking, shall be done or permitted in the Building by any tenant without the approval of the Landlord. No tenant shall cause or permit any unusual or objectionable odors to emanate from the premises demised to such tenant.
- 9. No space in the Building shall be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods, or property of any kind at auction, without the prior consent of Landlord.

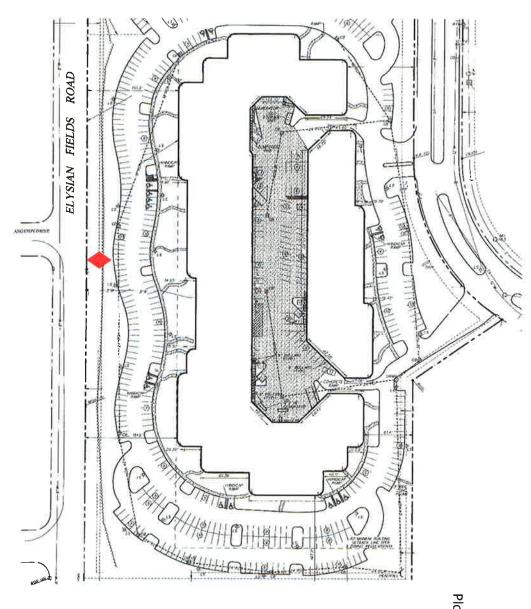
- 10. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with other tenants or occupants of the Building or neighboring buildings or premises whether by the use of any musical instrument, radio, television set or other audio device, unmusical noise, whistling, singing, or in any other way. Nothing shall be thrown out of any doors or windows.
- 11. Each tenant must, upon the termination of its tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, such tenant.
- 12. All removals from the Building, or the carrying in or out of the Building or the premises demised to any tenant, of any packages, freight, furniture or bulky matter of any description must take place at such time and in such manner as Landlord or its agents may determine, from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the Rules and Regulations or the provisions of such tenant's Lease.
- 13. No tenant shall use or occupy, or permit any portion of the premises demised to such tenant to be used or occupied, as an office for a public stenographer or typist, or to a barber or manicure shop, or as an employment bureau. No tenant or occupant shall engage or pay any employees in the Building, except those actually working for such tenant or occupant in the Building, nor advertise for laborers giving an address at the Building.
- 14. No vending machines of any description shall be installed, maintained or operated upon the premises demised to any tenant without prior consent of Landlord.
- 15. Landlord shall have the right to prohibit any advertising by any tenant or occupant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon notice from Landlord, such tenant or occupant shall refrain from or discontinue such advertising.
- 16. Each tenant shall be responsible for all persons patronizing its Premises and shall be liable to Landlord for all acts of such persons.
- 17. Each tenant, before closing and leaving the premises demised to such tenant at any time, shall see that all entrance doors are locked and all windows closed.
- 19. No premises shall be used, or permitted to be used for lodging or sleeping, or for any immoral or illegal purposes.
- 20. The requirements of tenants will be attended to only upon application at the office of Landlord. Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, and work outside of their regular duties, unless under specific instructions from the office of Landlord.
- 21. Canvassing, soliciting and peddling in the Building are prohibited and each tenant and occupant shall cooperate in seeking their prevention.

- 22. There shall not be used in the Building, either by any tenant or occupant or by their agents or contractors, in the delivery or receipt of merchandise, freight, or other matter, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards and such other safeguards as Landlord may require.
- 23. If the Premises demised to any tenant become infested with vermin, such tenant, at its sole cost and expense, shall cause its premises to be exterminated, from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefore as shall be approved by Landlord.
- 24. No premises shall be used, or permitted to be used, at any time, without the prior approval of Landlord, as a store for the sale or display of goods, wares or merchandise of any kind, or as a restaurant, shop, booth or other stand, or for the conduct of any business or occupation which predominantly involves direct patronage of the general public in the premises demised to such tenant, or for manufacturing or for other similar purposes.
 - 25. No tenant shall clean any window in the Building from the outside.
- 26. No tenant shall move, or permit to be moved, into or out of the Building or the premises demised to such tenant, any heavy or bulky matter, without the specific approval of Landlord. If any such matter requires special handling, only a qualified person shall be employed to perform such special handling. No tenant shall place, or permit to be placed, on any part of the floor or floors of the premises demised to such tenant, a load exceeding the floor load per square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of safes and other heavy matter, which must be placed so as to distribute the weight.
- 28. With respect to work being performed by a tenant in its premises with the approval of Landlord, the tenant shall refer all contractors, contractors' representatives and installation technicians to Landlord for its supervision, approval and control prior to the performance of any work or services. This provision shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments, and installations of every nature affecting floors, walls, woodwork, trim, ceilings, equipment and any other physical portion of the Building.
- 29. Landlord shall not be responsible for lost or stolen personal property, equipment, money, or jewelry from the premises of tenants or common areas whether or not such loss occurs when the Building or the premises are locked against entry.
- 30. Landlord shall not permit entrance to the premises of tenants by use of pass keys controlled by Landlord, to any person at any time without the written permission from such tenant, except employees, contractors, or service personnel directly supervised by Landlord and employees of the United State Postal Services.
- 31. Each tenant and all of tenant's employees and invitees shall observe and comply with the driving and parking signs and markers on the land surrounding the Building, and Landlord shall not be responsible for any damage to any vehicle towed because of noncompliance with parking regulations.

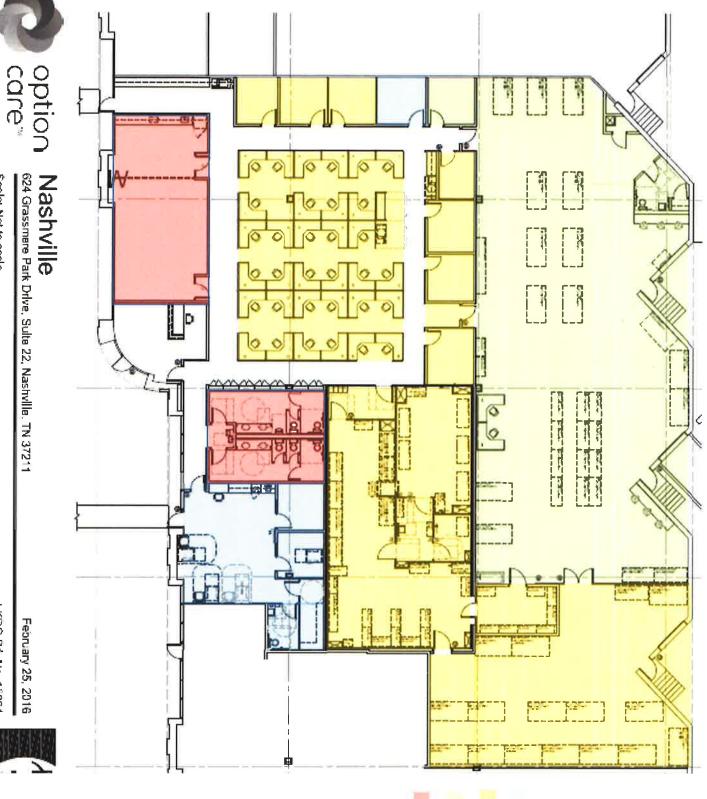
- 32. Without Landlord's prior approval, no tenant shall install any radio or television antenna, loudspeaker, music system or other device on the roof or exterior walls of the Building or on common walls with adjacent tenants.
- 33. Each tenant shall store all trash and garbage within its premises or in such other areas specifically designated by Landlord. No materials shall be placed in the trash boxes or receptacles in the Building unless such materials may be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and will not result in a violation of any law or ordinance governing such disposal. All garbage and refuse disposal shall be only through entryways provided for such purposes and at such times as Landlord shall designate.
- 34. No tenant shall employ any persons other than a janitorial service, approved by Landlord, or Landlord for the purpose of cleaning its premises without the prior consent of Landlord. No tenant shall cause any unnecessary labor by reason of its carelessness or indifference in the preservation of good order and cleanliness.
- 35. Tenant shall not permit smoking of any type of tobacco product (e.g., cigarettes, cigars, pipes, etc.) in or about the Premises or Building by any of its employees, servants, agents, representatives, visitors, customers, licensees, invitees, guests, contractors, or any person whomsoever, and, upon Landlords request, shall post in a conspicuous place or places in or about the Premises, "No Smoking" signs or placards. Tenant acknowledges that the Premises and Building are non-smoking facilities.







Plot Size = 13.34+/- Acres



Scale: Not to scale

624 Grassmere Park Drive, Sulte 22, Nashville, TN 37211

February 25, 2016



Home Health Patient Care Areas

Warehouse Areas

Infusion Pharmacy Areas

Community Areas

ATTACHMENT: SECTION B. NEED: A-4

Dr. Mohammad Hussain, MD

Neurology

NPI: 1699773747

License: MD0000028620

Chad,

Based on our conversation last week and questions in regard to the need for increased HHC availability for East Tn., I spoke with Dr. Hussain and this is what we have determined:

Qualified nursing for our IVIG patients is increasingly difficult, if not impossible to find. Local HHC companies are understaffed and the staff they do have do not want to provide the services that we require. There are HHC agencies that have nurses, but they are unavailable to sit in the patient's homes for 5 hours. Compounded by the fact that our patients live in very rural areas, there are not a lot of HHC agencies that even cover those areas.

We have had patients go untreated secondary to the unavailability of qualified nurses in this area. This is very disheartening to us. These patients are in pain, and their quality of life is vastly diminished without this treatment.

Dr. Hussain and I agree that if we could depend on having qualified nursing available in East Tn., our ability to provide great patient care in the home would help our patients tremendously.

I hope that our input in Option Care's endeavor to obtaining the licensure to provide nursing will help speed this process along. We need the help.

Sincerely,

Jenna Helton, CCMA

Neurology

To whom it concerns:

Vanderbilt's Department of Neurology patient population is wide and varied in regard to where they reside and with the diagnoses they present. Our patients require a very high skilled nursing component to safely and effectively administer mediations in the home.

Vanderbilt is one of the leading subscribers of Radicava, for ALS patients, in the country.

In rural areas of Tennessee and Kentucky we have found that obtaining the level of care our patients require is difficult and oftentimes unable to be procured, secondary to the staffing concerns of the home healthcare companies in those areas.

Having the ability to rely on consistent continuums of care in the home would be a great asset to our plan of care going forward.

alen, KN Case Managle

Thank you,

Robin Yawn, RN

Vanderbilt Department of Neurology



To whom it may concern:

We depend on highly skilled nursing to administer our infusible medications in the home. In rural areas of Tennessee and Kentucky we have found that obtaining the level of care our patients require is difficult and sometimes impossible to staff thus affecting the level of care these patients require.

We understand the importance of a nursing staff that is supervised and trained to administer the medications we prescribe. Home health agencies, for some reason, either don't want to sit in the patient's home for 5-6 hours, or they don't feel they have the qualified staff to be safe in the patient's home. We have tried numerous home healthcare agencies both national and regional scope and this seems to be the trend.

Granting Option Care the ability to staff nurses in Tennessee would help us in our practice to ensure available and safe patient care going forward.

Thank vo

Susan Bracey FNP, MSN, BSN Affiliated Neurology

luran Baeur MEN MAN FAIRC

Attituated Nethology

NPI: 187169260 License: APN743

Neurology

To whom it concerns:

Vanderbilt's Department of Neurology patient population is wide and varied in regard to where they reside and with the diagnoses they present. Our patients require a very high skilled nursing component to safely and effectively administer mediations in the home.

Vanderbilt is one of the leading subscribers of Radicava, for ALS patients, in the country.

In rural areas of Tennessee and Kentucky we have found that obtaining the level of care our patients require is difficult and oftentimes unable to be procured, secondary to the staffing concerns of the home healthcare companies in those areas.

Having the ability to rely on home healthcare's ability to consistently and effectively treat our patients in the home would be a great asset to our plan of care going forward.

Thank you,

Amanda Peltier, MD

Associate Professor of Neurology

Vanderbilt Department of Neurology

NPI: 1093802126 License: MD39693

ATTACHMENT: SECTION B. NEED: A-5

Facility Name	County
Clinch River Home Health	Anderson
Professional Case Management of Tennessee	Anderson
The Home Option By Harden Health Care	Anderson
Total # of residents served	196
Blount Memorial Hospital Home Health Services	Blount
Total # of residents served	221
Family Home Care, Cleveland	Bradley
Home Health Care of East Tennessee, Inc.	<u>Bradley</u>
Total # of residents served	239
NHC Homecare	Fayette
Where The Heart Is, Inc.	Fayette
Total # of residents served	76
NHC Homecare	Hamilton
Guardian Home Care, LLC	Hamilton
Gentiva Health Services	Hamilton
Amedisys Home Health	Hamilton
Continucare Healthservices, Inc I	Hamilton
CHI Memorial Hospital Home Health	Hamilton
Tennessee Home Health	
Home Care Solutions	Hamilton
	Hamilton
Continucare Healthservices, Inc II	Hamilton
Optum Womens and Childrens Health, LLC	Hamilton
Maxim Healthcare Services	Hamilton
Total # of residents served	505
Deaconess Homecare	Hardin
HMC Home Health, LLC	Hardin
Total # of residents served	113
CareAll Homecare Services	<u>Haywood</u>
Total # of residents served	52
NHC Homecare	Knox
Kindred at Home	Knox
Camellia Home Health of East Tennessee, LLC	Knox
Tennova Healthcare Home Health	Knox
University of TN Medical Center Home Care Services - Home Health	Knox
Amedisys Home Health Care	Knox
East Tennessee Childrens Hospital Home Health Care	Knox
CareAll Home Care Services	Knox
Covenant Homecare	Knox
Maxim Healthcare Services, Inc.	Knox
Coram CVS Specialty Infusion Services	Knox

Home Health Agencies within 28 proposed	service areas
Facility Name	County
NHC Homecare	McMinn
Total # of residents served	856
Intrepid USA Healthcare Services	Monroe
Sweetwater Hospital Home Health	Monroe
Total # of residents served	1302
Meritan, Inc.	Shelby
Quality Home Health Services	Shelby
Amedisys Home Care	Shelby
Family Home Health Agency	Shelby
Intrepid USA Healthcare Services	Shelby
Willowbrook Visiting Nurse Association, Inc.	Shelby
Amedisys Home Health Care	Shelby
Americare Home Health Agency, Inc.	Shelby
Baptist Trinity Home Care	Shelby
Methodist Alliance Home Care	Shelby
Homechoice Health Services	Shelby
Amedisys Home Health	Shelby
Baptist Trinity Home Care - Private Pay Division	Shelby
Accredo Health Group, Inc.	Shelby
Optum Womens and Childrens Health	Shelby
Home Health Care of West Tennessee, Inc.	Shelby
Functional Independence Home Care, Inc.	Shelby
No Place Like Home, Inc.	Shelby
Still Waters Home Health Agency	Shelby
Maxim Healthcare Services	Shelby
Best Nurses, Inc.	Shelby
Coram CVS/Speciality Infusion Service	Shelby
Hemophilia Preferred Care of Memphis, Inc.	Shelby
Total # of residents served	16,641

ATTACHMENT: SECTION B. NEED: A9 1-2

	Α	В	С	D	Е
1			Infusion Therapy		
2	Facility Name	County	Charge Per Vist - Direct & Indirect	Average Charge Per Visit	Average Charge Per Hour
3	Clinch River Home Health	Anderson			
4	Professional Case Management of Tennessee	Anderson			
5	The Home Option By Harden Health Care	Anderson			
6	Blount Memorial Hospital Home Health Services	Blount	0		
7	Family Home Care, Cleveland	Bradley			
8	Home Health Care of East Tennessee, Inc.	Bradley			
9	NHC Homecare	Fayette			
10	Where The Heart Is, Inc.	Fayette	0	0	0
11	NHC Homecare	Hamilton			
12	Guardian Home Care, LLC	Hamilton			
13	Gentiva Health Services	Hamilton			
	Amedisys Home Health	Hamilton			
15	Continucare Healthservices, Inc I	Hamilton	0	0	0
16	CHI Memorial Hospital Home Health	Hamilton			
17	Tennessee Home Health	Hamilton			
	Home Care Solutions	Hamilton	0		
	Continucare Healthservices, Inc II	Hamilton	ļ		
	Optum Womens and Childrens Health, LLC	Hamilton			
21	Maxim Healthcare Services	Hamilton		120	30
22	HMC Home Health, LLC	Hardin	0		
23	CareAll Homecare Services	Haywood			
24	NHC Homecare	Knox			
	Kindred at Home	Knox			
	Camellia Home Health of East Tennessee,				
26	LLC	Knox			
27	Tennova Healthcare Home Health	Knox	0		
	University of TN Medical Center Home Care Services - Home Health	Knox	0		
29	Amedisys Home Health Care	Knox			
	East Tennessee Childrens Hospital Home Health Care	Knox	0		
31	CareAll Home Care Services	Knox			
32	Covenant Homecare	Knox			
33	Maxim Healthcare Services, Inc.	Knox			
34	Coram CVS Specialty Infusion Services	Knox			
35	NHC Homecare	McMinn			
36	Intrepid USA Healthcare Services	Monroe			
37	Sweetwater Hospital Home Health	Monroe			
38	Meritan, Inc.	Shelby			
39	Quality Home Health Services	Shelby			

	Α	В	С	D	E
40			Infusion Therapy		
41	Facility Name	County	Charge Per Vist - Direct & Indirect	Average Charge Per Visit	Average Charge Per Hour
42	Amedisys Home Care	Shelby			
43	Family Home Health Agency	Shelby			
44	Intrepid USA Healthcare Services	Shelby			
45	Willowbrook Visiting Nurse Association, Inc.	Shelby	0		
46	Amedisys Home Health Care	Shelby			
47	Americare Home Health Agency, Inc.	Shelby	0		
48	Baptist Trinity Home Care	Shelby			
49	Methodist Alliance Home Care	Shelby			
50	Homechoice Health Services	Shelby	0	0	0
51	Amedisys Home Health	Shelby			
52	Baptist Trinity Home Care - Private Pay Division	Shelby			
53	Accredo Health Group, Inc.	Shelby	0	0	75
54	Optum Womens and Childrens Health	Shelby			
55	Home Health Care of West Tennessee, Inc.	Shelby			
56	Functional Independence Home Care, Inc.	Shelby			
57	No Place Like Home, Inc.	Shelby	0	0	0
58	Still Waters Home Health Agency	Shelby	110		
59	Maxim Healthcare Services	Shelby		0	0
60	Best Nurses, Inc.	Shelby			
61	Coram CVS/Speciality Infusion Service	Shelby			
62	Hemophilia Preferred Care of Memphis, Inc.	Shelby	0		100
63			- 12	·	

ATTACHMENT: D-1C

State of TN Total	Service Area Total	Van Buren	Tipton	Shelby	Sevier	Sequatchie	Roane	Rhea	Polk	Morgan	Monroe	Meigs	Marion	McNairy	McMinn	Loudon	Lauderdale	Knox	Jefferson	Haywood	Hardin	Hardeman	Hamilton	Fayette	Cumberland	Bradley	Blount	Bledsoe	Anderson	Demographic Variable/ Geographic Area	
6,886,441	_	5,661	68,247	964,804	102,998	16,125	55,813	34,262	17,538	23,626	48,511	12,285	29,649	27,337	54,783	55,192	28,799	472,075	56,406	18,348	26,618	27,287	359,331	45,626	62,847	106,600	134,882	13,333	78,026	Total Population- Current Year	
7,188,358	3,048,692	5,746	72,169	985,379	110,270	17,206	56,678	35,529	17,899	24,498	50,698	12,614	30,277	27,898	56,019	58,798	29,300	494,035	59,005	18,048	26,824	27,274	371,713	49,321	66,447	110,730	141,326	13,594	79,397	Total Population- Projected Year	De
4.4%	3.5%	1.5%	5.7%	2.1%	7.1%	6.7%	1.5%	3.7%	2.1%	3.7%	4.5%	2.7%	2.1%	2.1%	2.3%	6.5%	1.7%	4.7%	4.6%	-1.6%	0.8%	0.0%	3.4%	8.1%	5.7%	3.9%	4.8%	2.0%	1.8%	Total Population- % Change	Department of
5,752,719	2,449,777 2	4,280	58,675	843,730	82,676	12,754	42,745	27,434	13,750	19,507	37,622	9,489	23,421	21,539	43,343	39,384	24,591	399,206	44,532	15,135	20,485	22,515	296,161	36,358	42,156	88,142	107,558	10,624	61,965	Target Population Current Year	Health/Hea
5,873,555	,473	4,105	60,666	845,184	86,021	13,124	41,611	27,709	13,666	19,765	37,782	9,305	22,955	21,390	42,986	40,159	24,623	410,428	45,183	14,309	19,963	22,002	299,722	37,487	42,551	89,708	109,456	10,543	61,415	Target Population Projected Year	Health/Health Statistics
2.1%	1.0%	-4.1%	3.4%	0.2%	4.0%	2.9%	-2.7%	1.0%	-0.6%	1.3%	0.4%	-1.9%	-2.0%	-0.7%	-0.8%	2.0%	0.1%	2.8%	1.5%	-5.5%	-2.5%	-2.3%	1.2%	3.1%	0.9%	1.8%	1.8%	-0.8%	-0.9%	Target Population % Change	1 * 1
81.7%	81.1%	71.4%	84.1%	85.8%	78.0%	76.3%	73.4%	78.0%	76.4%	80.7%	74.5%	73.8%	75.8%	76.7%	76.7%	68.3%	84.0%	83.1%	76.6%	79.3%	74.4%	80.7%	80.6%	76.0%	64.0%	81.0%	77.4%	77.6%		Target Population Projected Year as % of Total	
39	42	46	37	35	42	43	46	40	45	41	43	44	43	43	43	47	38	37	43	40	45	40	39	44	50	39	43	43	43	Median Age	
\$ 46,574		\$ 42,813					Ш								\$ 38,661									\$ 55,972	\$ 40,123	-		ပ္ထု	4	Median Household Income	Bureau of
1,184,468	535,684	1,081	9,418	206,468	15,759	2,596	9,042	7,846	3,122	5,576	9,314	2,310	5,693	6,315	10,683	7,451	7,113	76,476	8,574	3,853	5,909	6,467	53,181	6,844	10,056	19,614	18,344	3,160	13,420	Person Below Poverty Level	Bureau of the Census
17.2	18.2	19.1	13.8	21.4	15.3	16.1	16.2	22.9	17.8	23.6	19.2	18.8	19.2	23.1	19.5	13.5	24.7	16.2	15.2	21	22.2	23.7	14.8	15	16	18.4	13.6	23.7	- 1	Person Below Poverty Level as % of Total	
1,463,403	645,742	1,387	13,427	254,065	21,173	3,834	11,715	9,108	4,147	4,673	11,649	3,222	7,031	7,307	12,861	9,416	7,780	78,560	12,625	5,527	7,341	6,990	67,257	7,002	12,851	22.637	22.686	3,099	16,372	TennCare Enrollees	TennCare
21.3%	21.9%	24.5%	19.7%	26.3%	20.6%	23.8%	21.0%	26.6%	23.6%	19.8%	24.0%	26.2%	23.7%	26.7%	23.5%	17.1%	27.0%	16.6%	22.4%	30.1%	27.6%	25.6%	18.7%	15.3%	20.4%	21.2%	16.8%	23.2%	21.0%	TennCare Enrollees as % of Total Population	Jare

ATTACHMENT: SECTION B. Economic Feasibility: F-1

This reflects Calendar Year January - December

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a. Paid to Affiliates b. Paid to Non-Affiliates 5. Management Fees: a. Paid to Affiliates b. Paid to Affiliates b. Paid to Non-Affiliates 6. Other Operating Expenses Total Operating Expenses \$	NET OPERATING REVENUE Operating Expenses 1. Salaries and Wages a. Direct Patient Care b. Non-Patient Care 2. Physician's Salaries and Wages 3. Supplies 4. Rent	Deductions from Gross Operating Revenue 1. Contractual Adjustments 2. Provisions for Charity Care 3. Provisions for Bad Debt Total DeductionS	Revenue from services to Patients 1. Inpatient Services 2. Outpatient Services 3. Emergency Services 4. Other Operating Revenue (Specify) Infusion Services Gross Operating Revenue	PROJECTED DATA CHART Utilization Data (Specify unit of measure, e.g., 1000 patient days, 500 visits)
σ, σ	· ·	⇔ ↔	↔	
174,328 154,864 - 875,328 13,893,963	15,263,566 1,401,853 1,564,229 N/A 9,723,360	52,641,678 - 777,779 53,419,457	N/A N/A 68,683,023 68,683,023	Total Facility 2014 1,257
208,644 180,000 1,287,136 19,570,035	21,129,846 2,008,823 1,796,629 N/A 14,088,804	74,544,913 1,101,907 75,646,820	N/A N/A 96,776,666 96,776,666	Total Facility 2015 1,308
409,335 443,115 - 626,145 22,394,208	23,176,648 2,450,296 2,413,901 N/A 16,051,417	89,754,092 - 2,085,053 91,839,145	N/A N/A 115,015,792 115,015,792	Total Facility 2016 1,733

FREE CASH FLO				 Estimated Annual Principal Debt Repayment Annual Capital Expenditure 	G. Other Deductions	Net Income (Loss)	t. Culti Molt-Operating Expenses	3. Interest A Other Non-Operating Expenses	2. Depreciation	1. Taxes	F. Non-Operating Expenses	E. Earnings Before Interest, Taxes and Depreciation
FREE CASH FLOW (Net Balance + Depreciation) \$	Depreciation \$	Net Balance \$	Total Other Deductions \$			€9	Total Non-Operating Expenses \$					ion \$
1,368,503	61,345	1,307,157	r	1 1		1,307,157	62,445	1 100	61,345	,	to	1,369,602
1,404,830	30,135	1,374,695	105,063	105,063		1,479,758	80,053	(82)	30,135	50,000		1,559,811
(1,301,025)	263,785	(1,564,810)	2,002,064	2,002,064		437,254	345,186	1 401	263,785	80,000		782,440

PROJECTED DATA CHART-OTHER EXPENSES OTHER EXPENSES CATEGORIES 1. Professional Services Contract 2. Contract Labor 3. Imaging Interpretation Fees 4. Other Expenses

- Total Other Expenses

Check

			€
19,978	272,066	583,284	875,328
			_
381,194	267,575	638,367	1,287,136
59,474	111,308	455,363	626,145
	111,308	455,363	626,145

Summary Statistics			
Revenue Growth %	N/A	38.6%	13.6%
Gross Margin %	30.6%	27.6%	26.8%
Supplies %	60.6%	63.4%	63.5%
Opex %	10.8%	9.0%	11.2%
Direct Labor %	8.7%	9.0%	9.7%
Indirect Labor %	9.8%	8.1%	9.6%
Other Opex %	5.5%	5.8%	2.5%
Bad Debt %	4.8%	5.0%	8.3%
EBITDA Margin %	9.5%	7.8%	4.9%

This reflects Calendar Year January - December

 a. Paid to Affiliates b. Paid to Non-Affiliates 5. Management Fees: a. Paid to Affiliates b. Paid to Non-Affiliates 6. Other Operating Expenses Total Operating Expenses \$ 	NET OPERATING REVENUE D. Operating Expenses 1. Salaries and Wages a. Direct Patient Care b. Non-Patient Care 2. Physician's Salaries and Wages 3. Supplies 4. Rent	C. Deductions from Gross Operating Revenue 1. Contractual Adjustments 2. Provisions for Charity Care 3. Provisions for Bad Debt Total DeductionS \$	B. Revenue from services to Patients 1. Inpatient Services 2. Outpatient Services 3. Emergency Services 4. Other Operating Revenue (Specify) Infusion Services Gross Operating Revenue \$	PROJECTED DATA CHART A. Utilization Data (Specify unit of measure, e.g., 1000 patient days, 500 visits)
496,715 984,467 986,745 24,823,618	26,291,212 2,661,094 2,177,616 N/A 17,916,980	94,463,566 1,513,538 95,977,104	N/A N/A 122,268,316 122,268,316	Total Facility 2017 2,284
506,805 1,017,729 668,995 22,965,229	27,134,440 2,241,761 2,411,382 N/A 16,118,555	582,046 582,046	N/A N/A 27,716,486 27,716,486	Total Facility 2018 BUD 2,627
506,805 984,467 660,195 24,649,674	28,731,417 2,714,547 2,142,406 N/A 17,641,253	616,302 616,302	N/A N/A 29,347,719 29,347,719	Total Facility 2019 Proj 2,863

FREE CASH FLOW (G. Other Deductions1. Estimated Annual Principal Debt Repayment2. Annual Capital Expenditure	Net Income (Loss)	F. Non-Operating Expenses 1. Taxes 2. Depreciation 3. Interest 4. Other Non-Operating Expenses To:	E. Earnings Before Interest, Taxes and Depreciation
FREE CASH FLOW (Net Balance + Depreciation) \$	Depreciation \$	Net Balance \$	Total Other Deductions \$	₩.	Total Non-Operating Expenses \$	49
1,472,140	361,099	1,111,041	¥	1,111,041	361,099 (4,545) 356,554	1,467,594
4,169,211	516,233	3,652,978	,	3,652,978	516,233 516,233	4,169,211
4,086,289	465,882	3,620,407	Ÿ	3,620,407	465,882 (4,545) 461,337	4,081,743

PROJECTED DATA CHART-OTHER EXPENSES OTHER EXPENSES CATEGORIES 1. Professional Services Contract 2. Contract Labor 3. Imaging Interpretation Fees 4. Other Expenses 5.

Total Other Expenses

Check

		ss —	
40 40%	•	586,745	57,284 203,920 325,541
0.3%	ı	668,995	44,181 289,070 335,745
E 00%	ť	660,195	57,284 277,370 325,541

Summary Statistics			
Revenue Growth %	10.1%	-0.3%	5.9%
Gross Margin %	26.0%	33.8%	30.6%
Supplies %	64.4%	58.2%	60.1%
Opex %	9.6%	10.5%	9.0%
Direct Labor %	9.6%	8.1%	9.2%
Indirect Labor %	7.8%	8.7%	7.3%
Other Opex %	2.1%	2.4%	2.2%
Bad Debt %	5.4%	2.1%	2.1%
EBITDA Margin %	8.8%	18.7%	17.3%

This reflects Calendar Year January - December

a. Paid to Affiliates b. Paid to Non-Affiliates 5. Management Fees: a. Paid to Affiliates b. Paid to Affiliates 6. Other Operating Expenses Total Operating Expenses	NET OPERATING REVENUE D. Operating Expenses 1. Salaries and Wages a. Direct Patient Care b. Non-Patient Care 2. Physician's Salaries and Wages 3. Supplies	Deductions from Gross Operating Revenue Contractual Adjustments Provisions for Charity Care Provisions for Bad Debt Total DeductionS	 B. Revenue from services to Patients 1. Inpatient Services 2. Outpatient Services 3. Emergency Services 4. Other Operating Revenue (Specify) Infusion Services Gross Operating Revenue 	PROJECTED DATA CHART A. Utilization Data (Specify unit of measure, e.g., 1000 patient days, 500 visits)
506,805 984,467 - 676,714 26,182,410	30,442,543 2,876,215 2,269,999 N/A 18,868,211	653,007 653,007	N/A N/A 31,095,549 31,095,549	Total Facility 2020 Proj 3,121
4,868,585	4,984,697 628,545 249,710 N/A 3,990,330	106,924 106,924	N/A N/A 5,091,621 5,091,621	Project Only 2019 755
6,644,840	6,945,889 818,391 266,454 N/A 5,559,995	148,993 148,993	N/A N/A 7,094,882 7,094,882	Project Only 2020 1,052

FREE CASH FLOW (Net Balance + Depreciation)	Depreciation	Net Balance	Total Other Deductions	G. Other Deductions1. Estimated Annual Principal Debt Repayment2. Annual Capital Expenditure	Net Income (Loss)	Total Non-Operating Expenses	 Taxes Depreciation Interest Other Non-Operating Expenses 	E. Earnings Before Interest, Taxes and Depreciation F. Non-Operating Expenses
4,264,678	465,882	3,798,796	,		3,798,796	461,337	465,882 - (4,545)	4,260,133
116,112		116,112		1. 1.	116,112	(10)	1 1 1 1	116,112
301,049	*	301,049	,	1. (301,049	×	1.1.1	301,049

PROJECTED DATA CHART-OTHER EXPENSES OTHER EXPENSES CATEGORIES 1. Professional Services Contract 2. Contract Labor 3. Imaging Interpretation Fees 4. Other Expenses

- Total Other Expenses

Check

676,714	325,541	57,284 293,889
£		

Summary Statistics			
Revenue Growth %	6.0%	N/A	N/A
Gross Margin %	30.1%	9.3%	10.1%
Supplies %	60.7%	78.4%	78.4%
Opex %	8.9%	4.9%	3.8%
Direct Labor %	9.2%	12.3%	11.5%
Indirect Labor %	7.3%	4.9%	3.8%
Other Opex %	2.2%	0.0%	0.0%
Bad Debt %	2.1%	2.1%	2.1%
EBITDA Margin %	16.9%	2.3%	4.2%

This reflects Calendar Year January - December

a. Paid to Affiliates b. Paid to Non-Affiliates 5. Management Fees: a. Paid to Affiliates b. Paid to Non-Affiliates 6. Other Operating Expenses Total Operating Expenses	NET OPERATING REVENUE D. Operating Expenses 1. Salaries and Wages a. Direct Patient Care b. Non-Patient Care 2. Physician's Salaries and Wages 3. Supplies 3. Supplies	 C. Deductions from Gross Operating Revenue 1. Contractual Adjustments 2. Provisions for Charity Care 3. Provisions for Bad Debt Total DeductionS	 B. Revenue from services to Patients 1. Inpatient Services 2. Outpatient Services 3. Emergency Services 4. Other Operating Revenue (Specify) Infusion Services Gross Operating Revenue 	PROJECTED DATA CHART A. Utilization Data (Specify unit of measure, e.g., 1000 patient days, 500 visits)
506,805 984,467 - 660,195 29,518,258	33,716,114 3,343,092 2,392,116 N/A 21,631,584	723,226 723,226	N/A N/A 34,439,340 34,439,340	Facilty + Project 2019 3,618
506,805 984,467 986,714 32,827,251	37,388,432 3,694,606 2,536,452 N/A 24,428,206	801,999 801,999	N/A N/A 38,190,431 38,190,431	Facilty + Project 2020 4,173

FREE CASH FLOW			G. Other Deductions1. Estimated Annual Principal Debt Repayment2. Annual Capital Expenditure			Non-Operating Expenses 1. Taxes 2. Depreciation 3. Interest 4. Other Non-Operating Expenses Net Income (Loss)			F. Non-Operating Expenses	E. Earnings Before interest, Taxes and Depreciation
FREE CASH FLOW (Net Balance + Depreciation)	Depreciation	Net Balance	Total Other Deductions			Total Non-Operating Expenses				ion
4,202,401	465,882	3,736,519	a a	·	3,736,519	461,337	100,002	ASS 33A		4,197,856
4,565,727	465,882	4,099,845		e-	4,099,845	461,337	400,002	1000		4,561,181

PROJECTED DATA CHART-OTHER EXPENSES OTHER EXPENSES CATEGORIES 1. Professional Services Contract 2. Contract Labor 3. Imaging Interpretation Fees 4. Other Expenses 5.

Total Other Expenses

Check

660,195	325,541	57,284 277,370
676,714	325,541	57,284 293,889

Summary Statistics		
Revenue Growth %	23.9%	10.9%
Gross Margin %	27.5%	26.4%
Supplies %	62.8%	64.0%
Opex %	8.4%	8.0%
Direct Labor %	9.7%	9.7%
Indirect Labor %	6.9%	6.6%
Other Opex %	1.9%	1.8%
Bad Debt %	2.1%	2.1%
EBITDA Margin %	15.0%	14.5%

ATTACHMENT SECTION B. Economic Feasilbility: E3 1of 5

	Α	В	С	D	E
2	Facility Name	County	Charge Per Vist - Direct & Indirect	Average Chare Per Visit	Average Charge Per Hour
3	Clinch River Home Health	Anderson			, worden ondigor or riod
4	Professional Case Management of Tennessee	Anderson			
5	The Home Option By Harden Health Care	Anderson			
6	Heritage Home Health	Bedford			
7	Tennessee Quality Homecare - Northwest	Benton			nes .
8	Blount Memorial Hospital Home Health Services	Blount	0		
9	Family Home Care, Cleveland	Bradley			•
10	Home Health Care of East Tennessee, Inc.	Bradley			
11	Sunbelt Homecare	Campbell			
12	Baptist Memorial Home Care	Carroll			
13	Amedisys Home Health Care	Carter			
14	Amedisys Home Health of Tennessee	Claiborne			
15	Suncrest Home Health	Claiborne	138	0	75
16	Cumberland River Homecare	Clay			
17	Smoky Mountain Home Health and Hospice, Inc.	Cocke			
18	Gentiva Health Services	Coffee			
19	Suncrest Home Health	Coffee	0	150	75
20	Amedisys Home Health	Davidson			
21	Gentiva Health Services	Davidson	(4		
22	Vanderbilt Home Care Services	Davidson			
23	Suncrest Home Health	Davidson	0	0	0
24	Intrepid USA Healthcare Services	Davidson			
25	Premiere Home Health, Inc.	Davidson			
_	Vanderbilt Community and Home Services	Davidson			•
_	Elk Valley Health Services, LLC	Davidson		0	0
	Brookdale Home Health Nashville	Davidson			
		Davidson	0		
30		Davidson		×) (1 · 1 · 1
31		Davidson	0		
32	Optum Womens and Childrens Health, LLC	Davidson		K	
_		Davidson			
_		Davidson			
		Davidson	0		
	Willowbrook Home Health Care Agency,	Davidson			
37	Maxim Healthcare Services, Inc.				
38	Adoration Home Health, LLC	Davidson			

	Α	В	С	D	E
1			Infusion Therapy		
2	Facility Name	County	Charge Per Vist - Direct & Indirect	Average Chare Per Visit	Average Charge Per Hour
3	Careall	Davidson			
4	Coram CVS Speciality Infusion Services	Davidson		1.00	
5	Pentec Health, Inc.	Davidson	0		
6	Vanderbilt Affiliated Walgreens Services	Davidson			
7	Tennessee Quality Homecare-Southwest	Decatur			120
8	Volunteer Homecare of West Tennessee, Inc.	Decatur			
9	Suncrest Home Health	DeKalb	0	0	0
_	NHC Homecare	Fayette			
10	Where The Heart Is, Inc.	Fayette	0	0	0
	Quality Private Duty Care	Fentress	- ·		
	Quality Home Health	Fentress			
13	Caresouth HHA Holdings of Winchester,	T CHUCSS	-	<u> </u>	
14	ITC	Franklin			
15	Amedisys Home Care	Franklin			
16	NHC Homecare	Gibson			
17	Volunteer Home Care, Inc.	Gibson			
18	Advanced Home Care, Inc.	Greene			
19	Laughlin Home Health Agency	Greene	0		
20	Procare Home Health Services	Greene	175	0	0
21	Amedisys Home Health Care	Hamblen			
	University of TN Medical Center Home Health Services	Hamblen	0		
23	Premier Support Services	Hamblen	0	0	0
24	NHC Homecare	Hamilton			
25	Guardian Home Care, LLC	Hamilton			
26	Gentiva Health Services	Hamilton			
27	Amedisys Home Health	Hamilton			
28	Continucare Healthservices, Inc I	Hamilton	0	0	0
29	CHI Memorial Hospital Home Health	Hamilton			*
30	Tennessee Home Health	Hamilton			
31	Home Care Solutions	Hamilton	0	å	
32	Continucare Healthservices, Inc II	Hamilton		, , , , , , , , , , , , , , , , , , ,	3 1
	Optum Wornens and Childrens Health, LLC	Hamilton		* 3	
34	Maxim Healthcare Services	Hamilton		120	30
35	Hancock County Home Health Agency	Hancock			0
36	Deaconess Homecare	Hardin			
37	HMC Home Health, LLC	Hardin	0		
38	Hometown Home Health Care, Inc.	Hawkins			
39	CareAll Homecare Services	Haywood			
	Henry County Medical Center Home Health	Henry			

	Α	В	С	D	E
1			Infusion Therapy		
			Charge Per Vist - Direct &	Average Chare Per	
2	Facility Name	County	Indirect	Visit	Average Charge Per Hour
3	Saint Thomas Home Health	Hickman			
4	Johnson County Home Health	Johnson		3	
5	NHC Homecare	Knox			
6	Kindred at Home	Knox			
7	Camellia Home Health of East Tennessee, LLC	Knox			
8	Tennova Healthcare Home Health	Knox	0		Sie .
9	University of TN Medical Center Home Care Services - Home Health	Knox	0	,	
10	Amedisys Home Health Care	Knox			
11	East Tennessee Childrens Hospital Home Health Care	Knox	0		
12	CareAll Home Care Services	Knox			
13	Covenant Homecare	Knox			
14	Maxim Healthcare Services, Inc.	Knox			
15	Coram CVS Specialty Infusion Services	Knox			
16	Deaconess Homecare	Lincoln			
17	Lincoln Medical Home Health and Hospice	Lincoln			
18	NHC Homecare	McMinn			
19	Medical Center Home Health, LLC	Madison	0		
20	Amedisys Home Health Care	Madison			
21	Tennova Home Health - Jackson	Madison			
22	Extendicare Home Health of West Tennessee	Madison	0		
23	Intrepid USA Healthcare Services	Madison			
24	NHC Homecare	Maury			
25	Maury Regional Home Services	Maury	0		
26	CareAll Homecare Services	Maury			
27	Quality First Home Care	Maury			
_	Intrepid USA Healthcare Services	Monroe			
_	Sweetwater Hospital Home Health	Monroe			+==
		Montgomery	0		
31	Suncrest Home Health of Nashville, Inc.	Montgomery	130	150	75
32	Extendicare Home Health of Western Tennessee	Obion	0		
33	Amedisys	Overton			
34	Highland Rim Home Health Agency	Putnam	0	0	0
35	Intrepid USA Healthcare Services	Putnam			
36	NHC Homecare	Robertson			
		Robertson	0		
_		Rutherford			
		Rutherford			
-		Rutherford			
40	Amedisys nome nearn Care	rutilenorg			

	Α	В	С	D	Е
120			Infusion Therapy		
121	Facility Name	County	Charge Per Vist - Direct & Indirect	Average Chare Per Visit	Average Charge Per Hour
122	Deaconess Homecare	Scott			
123	Meritan, Inc.	Shelby			
124	Quality Home Health Services	Shelby			
125	Amedisys Home Care	Shelby			9 7
126	Family Home Health Agency	Shelby			
127	Intrepid USA Healthcare Services	Shelby			
128	Willowbrook Visiting Nurse Association, Inc.	Shelby	0		(C)
129	Amedisys Home Health Care	Shelby			
130	Americare Home Health Agency, Inc.	Shelby	0		
131	Baptist Trinity Home Care	Shelby			
132	Methodist Alliance Home Care	Shelby			
133	Homechoice Health Services	Shelby	0	0	0
134	Amedisys Home Health	Shelby			
	Baptist Trinity Home Care - Private Pay Division	Shelby			
136	Accredo Health Group, Inc.	Shelby	0	0	75
137	Optum Womens and Childrens Health	Shelby			
138	Home Health Care of West Tennessee, Inc.	Shelby			
139	Functional Independence Home Care, Inc.	Shelby			
140	No Place Like Home, Inc.	Shelby	0	0	0
141	Still Waters Home Health Agency	Shelby	110		
142	Maxim Healthcare Services	Shelby		0	0
143	Best Nurses, Inc.	Shelby			
	Coram CVS/Speciality Infusion Service	Shelby			
145	Hemophilia Preferred Care of Memphis, Inc.	Shelby	0		
146	Advanced Home Care, Inc.	Sullivan			
147	Gentiva Health Services	Sullivan			
148	Highpoint Homecare	Sumner			
149	Intrepid USA Healthcare Services	Warren			
150	Careall Home Care Services	Warren			4
151	Friendship Home Health, Inc.	Warren	0) Y
152	Medical Center Homecare, Kingsport	Washington		,	
153	Medical Center Homecare Services	Washington			
154	Amedysis Home Health	Washington			
155	NHC Homecare	Washington			
156	Maxim Healthcare Services, Inc.	Washington	0	0	0
157	Careall Homecare Services	Weakley			
	Guardian Home Care of Nashville	Williamson			
	Vanderbilt HC Affiliated W/Walgreens IV and RT Services	Williamson			

	A	В	С	D	E
161			Infusion Therapy		
162	Facility Name	County	Charge Per Vist - Direct & Indirect	Average Chare Per Visit	Average Charge Per Hour
163	Health at Home	Williamson			
164	Deaconess Homecare I	Wilson			
165	Gentiva Health Services	Wilson			
166	American National Home Health	Wilson			
	Magnolia Regional Health Center Home Health and Hospice Agency	Alcom			
168	Regional Home Care Parkway	Alcom			
169	Professional Home Health Care Agency, Inc.	Alcom			
170					

ATTACHED LICENSE C-1, Accreditation, Licensure Survey

State of



Tennessee

License No. 0000001019

DEPARTMENT OF HEALTH

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OPTION CARE INFUSION

SERVICES LLC

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In Mitness Mercel, we have hereunto set our hand and seal of the State this	laws of the State of Tennessee or the rules and regulations of the State Department of Realth issued thereunder.	and shall be subject to revocation at any time by the State Department of Health, for failure to comply with the	to the provisions of Chapter 11, Tennessee Code Annotated. This license shall not be assignable or transferable,		County of _	Located at	Home Redical Equipment Company VANDERBILT HC/OPTION CARE IV SERVICES	
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DIRECTOR, DIVISION OF HEALTH CARE FACILITIES

MMISSIONER



CERTIFICATE of ACCREDITATION



ACCREDITATION COMMISSION FOR HEALTH CARE CERTIFIES THAT:

d/b/a Vanderbilt HC/Option Care IV Services Option Care Infusion Services, LLC NASHVILLE, TENNESSEE

HAS DEMONSTRATED A COMMITMENT TO PROVIDING QUALITY CARE AND SERVICES TO CONSUMERS ACCREDITATION AND IS THEREFORE GRANTED ACCREDITATION FOR THE FOLLOWING THROUGH COMPLIANCE WITH ACHC'S NATIONALLY-RECOGNIZED STANDARDS FOR

PHARMACY

PCAB ACCREDITATION

For patient specific prescription compounding of Sterile Compounding, Ref. USP <797>

FROM April 15, 2017 THROUGH April 14, 2020

CHIEF EXECUTIVE OFFICER

CHAIRMAN OF THE BOARD OF COMMISSIONERS











ACCREDITATION COMMISSION FOR HEALTH CARE CERTIFIES THAT:

d/b/a Vanderbilt HC/Option Care IV Services Option Care Infusion Services, LLC NASHVILLE, TENNESSEE

HAS DEMONSTRATED A COMMITMENT TO PROVIDING QUALITY CARE AND SERVICES TO CONSUMERS ACCREDITATION AND IS THEREFORE GRANTED ACCREDITATION FOR THE FOLLOWING. THROUGH COMPLIANCE WITH ACHC'S NATIONALLY RECOGNIZED STANDARDS FOR

DMEPOS

Home/Durable Medical Equipment Services

FROM April 15, 2017 THROUGH April 14, 2020

CHIEF EXECUTIVE OFFICER

CHAIRMAN OF THE BOARD OF COMMISSIONERS







STATE OF TENNESSEE DEPARTMENT OF HEALTH WEST TENNESSEE HEALTH CARE FACILITIES 2975 C HIGHWAY 45 BYPASS JACKSON, TENNESSEE 38305-3608

June 18, 2015

Julie Koenig Walgreens-Optioncare Inc. 500 Wilson Pike Circle, Ste 115 Brentwood, TN 37027

RE: Licensure Survey

Dear Ms. Koenig:

We are pleased to advise you that no deficiencies were cited as a result of the licensure survey completed at your facility on June 15, 2015. The attached form is for your file.

If this office may be of any assistance to you, please do not hesitate to call (731) 984-9684.

Sincerely,

P. Diane Carter, RN, LNCC

Public Health Nurse Consultant 2

P. Diane Carter, PHNC2

PDC/pbpb

Enclosure: State Form 2567

ATTACHMENT SECTION B: CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTHCARE E-1

OptionCare Infusion Services and Vanderbilt Health Services Organizational Chart

OptionCare Enterprises, Inc 50% Ownership Vanderbilt Health
Services
50% Ownership

Optioncare Infusion
Services, LLC DBA

Vanderbilt
HC/OptionCare IV
Services

ATTACHMENT SECTION B: CONTRIBUTION TO THE ORDERLY DEVELOPMENT OF HEALTHCARE E-2 a-d

BEFORE THE TENNESSEE STATE BOARD OF PHARMACY

IN THE MATTER OF:)	
VANDERBILT HC/WALGREENS IV & RT SERVICES,)	CASE NO. 2014001571
RESPONDENT.)	×
	,	

CONSENT ORDER

Comes now, the Division of Health Related Boards of the Tennessee Department of Health (State), by and through the Office of General Counsel, and Respondent, Vanderbilt HC/Walgreens IV & RT Services (Respondent) and respectfully moves the Tennessee Board of Pharmacy (Board) for approval of this Consent Order affecting Respondent's pharmacy license in the State of Tennessee.

I. AUTHORITY AND JURISDICTION

The Board regulates and supervises pharmacies, pharmacists, pharmacy technicians, and pharmaceutical manufacturers, wholesalers, and distributors licensed to practice pursuant to the Tennessee Pharmacy Practice Act (Practice Act), Tennessee Code Annotated Section (TCA) § 63-10-101, et seq., including the discipline of licenses, as well as those who are required to be licensed, who violate the Practice Act and the rules promulgated by the Board, Official Compilation of Rules and Regulations of the State of Tennessee (Tenn. Comp. R. & Regs.), 1140-01-.01, et seq. The Board enforces the Practice Act to promote and protect the health, safety and welfare of the public; accordingly, it is the policy of the Board to require strict compliance with the law and to apply the law to preserve the quality of pharmacy care provided in Tennessee.

II. STIPULATIONS OF FACT

- Respondent owns and operates a compounding pharmacy located at 500 Wilson Pike Circle, Suite 115, Brentwood, Tennessee, (Pharmacy). Pharmacy holds a pharmacy license issued by the Board (ID Number 0000003433).
- 2. Prior to April 7, 2015, Pharmacy was jointly owned through a joint venture with Option Care Enterprises, Inc. (OCE) and Vanderbilt Health Services, Inc. (VHS). At this time, OCE was a wholly-owned subsidiary of Walgreens Infusion Services (WIS), a division of Walgreen Co. (Walgreens). Effective April 7, 2015, Walgreens sold its controlling interest in WIS to new owners, and the resultant new company was renamed Option Care Enterprises, Inc. (Option Care). As a result of such sale, the new owners now hold a controlling interest in Option Care with Vanderbilt Health Services, Inc. and Option Care as equal owners of Respondent, and Option Care manages the day to day operations of Respondent, with the Pharmacy responsible for providing all patient care and related pharmacy services.
- 3. As the manager and operator of Respondent, and in light of its new ownership, Option Care is actively working to ensure a culture of compliance throughout the organization.
- 4. At the time of the transaction, Option Care was made aware that Walgreens had been notified of the August, 2014 death of a pediatric patient for whom a Total Parenteral Nutrition (TPN) product was compounded at the Pharmacy and provided for the patient's use.
- 5. Board investigators determined that the TPN was not properly mixed, and believed that during the compounding process, adherence to policies and equipment warnings were not followed or noted, resulting in errors in the compounding of the TPN product.

- 6. Board investigators found that violations of the Pharmacy's own policies and procedures led to the TPN compounding error.
- Separately and unrelated to the foregoing, on or about December 2014, during routine sample testing, WIS discovered the presence of mold growth in its chemotherapy mixing room. The room was cleaned and retested, and efforts were made to determine the source of the mold growth. WIS engaged industry specialists to inspect the air ducts and HVAC system throughout the facility. In addition, WIS worked with an industrial hygienist to identify and remedy the suspected source of the mold growth. Ultimately, it was determined that the HVAC system would be replaced in its entirety, and WIS ceased all sterile compounding at the facility pending installation of a new HVAC system.
- 8. A new HVAC system along with new HEPA filters were installed, and WIS resumed operations. After resuming operations, WIS performed ongoing, customary environmental testing to confirm air quality throughout the facility.
- 9. In May, 2015, results of environmental tests suggested possible mold growth in the chemotherapy mixing room. Respondent voluntarily suspended all compounding operations pending verification of the test results and correction of any circumstances that may have contributed to the mold growth.
- 10. The HVAC system, both sterile mixing rooms, as well as the overall building facility were again examined by multiple experts. It was determined that the mold resulted from air-flow issues due to the newly-installed HVAC system. Experts recommended additional engineering of the new HVAC to add heating coils, thus enabling more stable temperature controls, airflow and exchanges in the sterile mixing room.

- The measures recommended by the experts to remedy the temperature and airflow issues were adopted and implemented by Respondent in June and July, 2015. Additionally, Respondent expanded the clean room suite by adding a vestibule to provide additional space and transitioning to the ante room for more positive environmental controls between the sterile mixing room environment and the exterior premises. Environmental testing of the sterile clean room has been and continues to be conducted, which has reflected negative mold growth. Following the renovations, the new, remodeled clean room passed state inspection, and was re-opened for sterile compounding in July, 2015. Respondent elected to seal and not reopen the chemotherapy mixing room.

 Chemotherapy mixing will not be continued at Respondent's current location.
- 12. Respondent acknowledges that Board investigators believe that certain policies and procedures may not have been followed as required by the Board-mandated regulations, and could be described as unprofessional conduct within the meaning of T.C.A. § 63-10-305(6).

III. STIPULATED GROUNDS FOR DISCIPLINE

- 13. The State of Tennessee Board of Pharmacy has the authority to revoke, suspend, or impose other lawful disciplinary action, including a civil penalty for any violation of any laws relating to drugs or to the practice of pharmacy and/or the Board's rules pursuant to TCA §63-10-305, and Tenn. Comp. R. & Reg. 1140-08-.01 [providing for Civil Penalties].
- 14. The Stipulations of Fact in paragraphs 4 through 6, may be sufficient to establish that Respondent has violated the following statutes or rules which are part of the Act, TCA §

- 63-10-101, et seq., and Tenn. Comp. R. & Regs., 1140-010.01 et seq., for which disciplinary action by the Board is authorized.
- The Stipulations of Fact in paragraphs 4 through 6, may constitute grounds for which the Board may discipline Respondent's license to operate as a pharmacy pursuant to Tenn.

 Comp. R. & Regs., 1140-03-.02, titled Standards of Practice, the relevant portion of which reads as follows:

A pharmacist may compound and dispense prescription drugs and devices and related materials only in a pharmacy practice site which is duly licensed by the board and which operates in compliance with Tennessee and federal laws and rules governing the practice of pharmacy.

16. The Stipulations of Fact in paragraphs 4 through 6, may constitute grounds for which the Board may discipline Respondent's license to operate as a pharmacy pursuant to Tenn.

Comp. R. & Regs., 1140-01-.02, titled Violations Constitute Unprofessional Conduct, the relevant portion of which reads as follows:

Any person who violates any rule of the board may be deemed guilty of dishonorable, immoral, unethical or unprofessional conduct within the meaning of T.C.A. § 63-10-305(6).

IV. STIPULATED DISPOSITION

- 17. For the purpose of avoiding further administrative actions with respect to this cause,
 Respondent agrees to the following:
 - a. Suspension of Respondent's license for a period of one (1) year from the date the
 Consent Order is approved by the Board;
 - b. Suspension of Respondent's license is stayed for the same period of one (1) year;
 - c. Payment of \$ 15,000.00 in civil penalties;

- d. Respondent has modified its compounding policies and procedures related to the concerns of the Board based upon recommendations by independent industry experts hired by Respondent, as well as Respondent's review of all Tennessee and federal regulations, and industry best practice standards. In that regard, Respondent has submitted a proposed Corrective Action Plan (CAP) to the Board and to the Department of Health outlining its internal changes to policies and procedures, among other changes and facility improvements. Included in the CAP, and to address the Board's concerns stemming from its review of any compounding errors occurring in August 2014, Respondent has adopted and trained its employees on the following heightened safety measures:
 - (i) All TPN products mixed by Respondent are reviewed and/or verified by no less than two (2) pharmacists.
 - (ii) One of the pharmacists must verify the physician's order and the ingredients to be compounded for the patient;
 - (iii) A second and different pharmacist must verify the accuracy of the compounding of any TPN by:
 - Reviewing the compounding order and the mix check report generated by the compounding equipment used to mix the product;
 - For any adult patient product, the verifying pharmacist must review the mix check report generated by the equipment as well as the patient information, errors raised by the report, the ingredients and quantities used when compounding the product, and any other factor necessary to make a professional and clinical decision whether the product can be dispensed to the adult patient, and will sign and indicate accordingly;
 - For all pediatric patients, if any error is indicated by the equipment, the mix check report, or from any other source, the compounded product must be disposed of and not dispensed to the patient. There will be no separate clinical determination of whether the product can still be dispensed to the patient.

- All products which are rejected by the verifying pharmacist must be so indicated on the mix check report, bear the signature of the verifying pharmacist, stored for inspection and training purposes, and identified on a written log as disposed of as "waste."
- All of the above records will be made available for inspection by the investigators for the Board of Pharmacy at any time during business hours.
- (iv) All current employees have been trained and have acknowledged the policies and training on the listed safety measures, among others, as contained in the CAP. Records of all employee trainings are available for inspection by the Board of Pharmacy during business hours.
- (v) Pharmacists and pharmacy technicians have completed, and all future pharmacists and pharmacy technicians are required within thirty (30) days of his/her start date (before compounding) to complete training modules related to home infusion therapy and TPN. Additional training by the compounding manufacturer is scheduled within thirty (30) days of entry of this Order. The equipment manufacturer previously provided equipment training at Respondent's location in November 2014 (prior to Respondent's purchase).
- (vi) A confidential reporting system has been established for technicians and pharmacists to report any concerns related to personnel competency or failure to comply with any compliance or safety measures required by law or Option Care Policy.
- e. The CAP also describes Respondent's implementation of other safety measures, including the designation of specific employees for oversight and accountability on all policies and compliance requirements; establishment of stricter and more frequent compliance reporting internally; provisions for more frequent testing of compliance measures and employees' adherence to all stated measures; and increased management and compliance committee oversight and accountability for implementation, testing and enforcement of compliance and safety requirements.

- f. The CAP also provides for a new employee orientation for sterile room and compounding training. Any new employee with less than two years' experience will be assigned a pharmacist mentor who will provide additional oversight for the employee's training and supervision for at least six (6) months.
- g. During the one year period of the stay of the Respondent's license suspension and its CAP, the Respondent will provide any changes to its policies or employee training requirements related to compounding, prescription dispensing, or compliance verification to the BOP for its review within five business days of the change. As provided in the proposed CAP, Respondent will have readily available for the BOP's inspection monthly testing of compliance measures, including those related to TPN products, as well as mix check reports generated from the compounding equipment.
- h. Testing of all compliance measures, while to be made available to the BOP as provided herein and in the proposed CAP, will also be provided to an independent industry consultant hired by Respondent for review and analysis, and who may provide advice or recommendations to Respondent with regard to testing measures. Any significant changes to policy or procedure as a result of advice or recommendations from the consultant will be provided to the BOP as provided herein.
- i. Notice of any additional significant facility improvements or Respondent's relocation to a new site as anticipated will be provided to the BOP, who will be

provided with the opportunity to inspect the improvements or any new facility location.

V. NOTICE

- 18. The Respondent, as represented by the signature on this Consent Order, waives the right to a contested hearing and any and all rights to judicial review in this matter. Respondent agrees that presentation to and consideration of this Consent Order by the Board for ratification and all matter divulged during that process shall not constitute unfair disclosure such that the Board or any of its members shall be prejudiced to the extent that requires their disqualification from hearing this matter should this Order not be ratified. Likewise, all matters, admissions and statements disclosed or exchanged during the attempted ratification process shall not be used against the Respondent in any subsequent proceeding unless independently entered into evidence from a separate source.
- 19. Respondent expressly waives all further procedural steps and expressly waives all rights to seek judicial review of or to challenge or contest the validity of this Consent Order. Respondent understands that by signing this Consent Order, Respondent is allowing the Board to issue its order without further process. In the event that the Board rejects this Consent Order for any reason, it will be of no force or effect for either party.
- 20. Furthermore, Respondent acknowledges that it understands that it has a right to a hearing under the provisions of the Uniform Administrative Procedures Act, TCA Title 4, Chapter 5, but that it hereby waives that right in order to enter into this proposed Consent Order.
- 21. A violation of this Order shall constitute a separate violation of the Pharmacy Practice Act, TCA § 63-10-305(8), and is grounds for further disciplinary action by the Board.

22. Respondent's failure to maintain compliance with the terms of this Order and the requirements of Board Rule Chapter 1140-07 until the completion of the terms of the Order and any amendments thereto will be a violation of this Order and may result in the immediate lifting of the stay of suspension of Respondent's license. If thereafter Respondent wishes to have its license reinstated, Respondent must appear before the Board to obtain a recommendation for reinstatement and demonstrate its ability to operate within the bounds of the law. The Board reserves the right to recommend other reasonable conditions of reinstatement at the time of appearance before the Board. If the Board does not recommend reinstatement, Respondent's license shall remain suspended for the remaining term of suspension as provided by the terms of the Consent Order.

APPROVED FOR ENTRY:

Paul Mastrapa

Chairman of the Board of Directors

Walgreens Infusion and Respiratory

Services, LLC Respondent Date.

Stefan Cange (BI)R# 031057)

Assistant General Counsel

Tennessee Department of Health

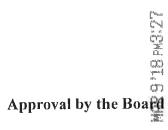
Office of General Counsel

665 Mainstream Drive, 2nd Floor

Nashville, Tennessee 37243

(615) 741-1611

9/1/15 Date



Upon the agreement of the parties and the record as a whole, this CONSENT ORDER was approved as a FINAL ORDER by a majority of a quorum of the Tennessee Board of Pharmacy at a public meeting of the Board and signed this _______ day of September, 2015.

ACCORDINGLY, IT IS ORDERED that the agreements of the parties will, and hereby do, become the Final Order of the Board.

Chairperson/Acting Chairperson
Tennessee Board of Pharmacy



Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 **www.tn.gov/hsda** Phone: 615-741-2364 Fax: 615-741-9884

April 1, 2018

Ms. Julie Koenig, Sr. VP-Operations Option Care Infusion Services, LLC 624 Grassmere Park Dr, Suite 22 Nashville, TN 37211

RE: Certificate of Need Application – Option Care Infusion Services, LLC d/b/a Vanderbilt HC Option Care IV Services - CN1803-012

The expansion of a home health agency's service area into the following 27 counties: Anderson, Bledsoe, Blount, Bradley, Cumberland, Fayette, Hardin, Haywood, Knox, Hamilton, Morgan, Hardeman, Jefferson, Lauderdale, Loudon, Marion, McMinn, McNairy, Meigs, Monroe, Polk, Rhea, Roane, Sevier, Shelby, Tipton, and Sequatchie. The agency currently serves 33 Middle Tennessee counties and is limited to intravenous specialty care services. The principal office is located at 624 Grassmere Park Drive, Suite 22, Nashville (Davidson County), TN. The applicant is owned by Option Care Infusion Services, LLC. The estimated project cost is \$15,000.

Dear Ms. Koenig:

This is to acknowledge the receipt of supplemental information to your application for a Certificate of Need. Please be advised that your application is now considered to be complete by this office.

Your application is being forwarded to Trent Sansing at the Tennessee Department of Health for Certificate of Need review by the Division of Policy, Planning and Assessment. You may be contacted by Mr. Sansing or someone from his office for additional clarification while the application is under review by the Department. Mr. Sansing's contact information is Trent.Sansing@tn.gov or 615-253-4702.

In accordance with Tennessee Code Annotated, §68-11-1607, et seq., as amended by Public Chapter 780, the 60-day review cycle for this project began on April 1, 2018. The first 60 days of the cycle are assigned to the Department of Health, during which time a public hearing may be held on your application. You will be contacted by a representative from this Agency to establish the date, time and place of the hearing should one be requested. At the end of the 60-day period, a written report from the Department of Health or its representative will be forwarded to this office for Agency review. You will receive a copy of their findings. The Health Services and Development Agency will review your application on June 27, 2018.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. § 68-11-1607(d):

- (1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
- (2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff is not prohibited.

Should you have questions or require additional information, please contact me.

Sincerely,

Melanie M. Hill Executive Director

cc: Trent Sansing, TDH/Health Statistics, PPA

elan mitelle



Andrew Jackson, 9th Floor, 502 Deaderick Street, Nashville, TN 37243 **www.tn.gov/hsda** Phone: 615-741-2364 Fax: 615-741-9884

MEMORANDUM

TO: Trent Sansing, CON Director

Office of Policy, Planning and Assessment

Division of Health Statistics

Andrew Johnson Tower, 2nd Floor 710 James Robertson Parkway Nashville, Tennessee 37243

Www

FROM: Melanie M. Hill

Executive Director

DATE: April 1, 2018

RE: Certificate of Need Application

Option Care Infusion Services, LLC d/b/a Vanderbilt HC/Option

Care IV Services - CN1803-012

Please find enclosed an application for a Certificate of Need for the above-referenced project.

This application has undergone initial review by this office and has been deemed complete. It is being forwarded to your agency for a sixty (60) day review period to begin on April 1, 2018 and end on June 1, 2018.

Should there be any questions regarding this application or the review cycle, please contact this office.

Enclosure

cc: Julie Koenig



Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, TN 37243

www.tn.gov/hsda

Phone: 615-741-2364

Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to be p	ublished in the	Van Buren News	w	hich is a newspaper
of general circulation in Van Bure	(County)	(Name of Newspaper) , Tennessee, on or	before March	, 10 , 20 <u>/8,</u>
for one day.	(County)		(IVI	onurr day) (rear)
This is to provide official notice accordance with T.C.A. § 68-11-that:	to the Health Se 1601 <i>et seq.</i> , ar	nd the Rules of the Healt	h Services and	Development Agency,
	es localed at, 624 Grassmere Park Dr		Home Health A	
(Name of Applicant)			(Facility Type-Existi	•
owned by: Option Care Infusion S	Services, LLC	with an ownership	type of joint ve	nture
and to be managed by: Option Ca	re Infusion Service	es, LLC intends to file an a	pplication for a	Certificate of Need
for [PROJECT DESCRIPTION BEGINS HER				
Anderson, Bledsoe, Blount, Bradley, Cumberland, Fayette, Ha	-110			
Rhea, Roane, Sevier, Shelhy, Tinton, Sequatchie, Current CON countie	s Redford Cannon Cheatham Co	offee, Davidson, Dekalb, Dickson, Franklin, Giles, Grup	tu Hickman Houston Humphro	ve Laurence Louis Lincoln Macon Marchall
The North Seven Strendy Tiplott Segurial Content Cont countries				
Maury, Montgomery, Moore, Perry, Putnam, Roberts	on, Rutherford, Smith, Sur	mner, Trousdale, Warren, Wayne, White,	Williamson, Wilson	stimated project cost is \$15,000.00.
The anticipated date of filing the a	application is:	MARCH 9 .20	18	
The contact person for this project	_{t is} Julie Koenig	, Sr. VP-Ops/Meggie Ora	ma, DON	
		(Contact Name)		(Title)
who may be reached at: Option Care Inf	usion Services, LLC, 624 Gra	ssmere Park Dr., Ste. 22		
(Company Name)	 ,	(Address)	
Nashville	TN	37211	888	_/ 726-0776
(City)	(State	e) (Zip Code)	(Area	a Code / Phone Number)
nous Ok	M w a	03/09/2018	meggie (orama@optioncare.com
(Signature)		(Date)		(E-mail Address)
		(- 2.5 <i>)</i>		
The Letter of Intent must be filed i	n triplicate and r	eceived between the firs	t and the tenth	day of the month. If the
last day for filing is a Saturday, S	unday or State			
this form at the following address:				
		es and Development Age ackson Building, 9 th Floor		
		Deaderick Street		
		lle, Tennessee 37243		

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

HF51 (Revised 01/09/2013 – all forms prior to this date are obsolete) ----



Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, TN 37243

www.tn.gov/hsda

Phone: 615-741-2364

Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is	to be published in the _	Knoxville Sentinel	which is a newspaper
of general circulation in	orson, Blount, Cambertand, Jefferson, Kndx, Louden, McMen, Monte	(Name of Newspaper) , Tennessee, on or be	fore March, 10 , 20/8, (Year)
for one day.	100-00000000		, , , , , , , , , , , , , , , , , , , ,
This is to provide official accordance with T.C.A. § that:	notice to the Health Ser 68-11-1601 et seq., and	vices and Development A d the Rules of the Health S	gency and all interested parties, in Services and Development Agency,
Option Care Infusion Services_LLC, DBA Vanderbilt HC/Opti	on Care IV Services located at, 624 Grassmere Park Dr., St	e 22, Nashville, TN 37211	ne Health Agency
(Name of Applicant)	-	(Fac	cility Type-Existing)
owned by: Option Care In	iusion Services, LLC	with an ownership typ	e of joint venture
and to be managed by:	ption Care Infusion Services	i, ^{LLC} intends to file an app	lication for a Certificate of Need
for [PROJECT DESCRIPTION BE	GINS HERE]: An expansion of home heal	Ith intravenous specially care services throughout East	and West TN to include the addition of the following counties:
Anderson, Bledsoe, Blount, Bradley, Cumberlar	d, Fayette, Hardin, Haywood, Knox, Hamilton,	Morgan, Hardeman, Jefferson, Van Buren, Laude	rdale, Loudon, Marion, McMinn, McNairy, Meigs, Monroe, Polk,
Rhea, Roane, Sevier, Shelby, Tipton, Sequalchie, Curre	ent CON counties: Bedford, Cannon, Cheatham, Coffe	e, Davidson, Dekalb, Dickson, Franklin, Giles, Grundy,Hic	kman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall,
Maury, Montgomery, Moore, Perry, Pulna	am, Robertson, Rutherford, Smith, Sumr	ner, Trousdale, Warren, Wayne, White, Will	amson, Wilson. Estimated project cost is \$15,000.00.
The anticipated date of fili	ng the application is: Mi	ARCH 9 .20	18
		Sr. VP-Ops/Meggie Orama	DON
The contact person for the	s project is	(Contact Name)	(Title)
who may be reached at:	ption Care Infusion Services, LLC, 624 Grass	,	(1.110)
who may be reached at	(Company Name)		ddress)
Nashville	TN	37211	888 /726-0776
(City)	(State)	(Zip Code)	(Area Code / Phone Number)
Meanie	Ohan	03/09/2018	meggie.orama@optioncare.com
) (Signa	iture)	(Date)	(E-mail Address)
The Letter of Intent must b	e <u>filed in triplicate</u> and <u>re</u>	ceived between the first a	nd the tenth day of the month. If the

The Letter of Intent must be <u>filed in triplicate</u> and <u>received between the first and the tenth</u> day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

HF51 (Revised 01/09/2013 – all forms prior to this date are obsolete)



Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, TN 37243

www.tn.gov/hsda

Phone: 615-741-2364

Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to be publis	shed in theC	hattanooga Times Fre	e Press _{Wl}	hich is a newspaper
of general circulation in		, Tennessee, on or be	efore March,	, 10 onth / day), 20 / 8, (Year)
for one day.	ity)		(IVII	Uniti / Clay) (Teal)
This is to provide official notice to the accordance with T.C.A. § 68-11-160° that:	e Health Services 1 <i>et seq.,</i> and the	Rules of the Health S	Services and	d Development Agency,
Option Care Infusion Services LLC, DBA Vanderbill HC/Option Care IV Services located	at, 624 Grassmere Park Dr., Ste 22, Nash		me Health A	
(Name of Applicant)		`	cility Type-Existir	0,
owned by: Option Care Infusion Servi	ces, LLC	with an ownership typ	e of Joint ver	nture
and to be managed by: Option Care In	fusion Services, LLC	intends to file an app	lication for a	Certificate of Need
for [PROJECT DESCRIPTION BEGINS HERE]:				
Anderson, Bledsoe, Blount, Bradley, Cumberland, Fayette, Hardin, H.				
Rhea, Roane, Sevier, Shelby, Tipton, Sequalchie Current CON counties. Bedfor	d Cannon Cheatham, Coffee, Davids	on, Dekalb, Dickson, Franklin, Giles, Grundy,Hic	kman, Houston, Humphre	ys, Lawrence, Lewis, Lincoln, Macon, Marshall,
Maury, Montgomery, Moore, Perry, Putnam, Robertson, Ru	therford, Smith, Sumner, Tro	usdale, Warren, Wayne, White, Will	iamson, Wilson. E	stimated project cost is \$15,000.00.
The anticipated date of filing the appli	cation is: MARC	Н 9 .20	18	
The contact person for this project is			, DON	
The defitact percent for this project is		ontact Name)		(Title)
who may be reached at: Option Care Infusion S	ervices, LLC, 624 Grassmere Pa	ark Dr., Ste. 22		
(Comp	any Name)	(A	(ddress)	
Nashville	TN	37211	888	_/ 726-0776
(City)	(State)	(Zip Code)	(Area	a Code / Phone Number)
Mexice Or	una	03/09/2018	meggie.c	orama@optioncare.com
(Signature)	,,	(Date)	((E-mail Address)
The Letter of Intent must be filed in tri	nlicate and receive	ad batwaen the first a	nd the tenth	day of the month. If the

The Letter of Intent must be <u>filed in triplicate</u> and <u>received between the first and the tenth</u> day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, Tennessee 37243

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HF51 (Revised 01/09/2013 – all forms prior to this date are obsolete)



Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, TN 37243

www.tn.gov/hsda

Phone: 615-741-2364

Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to be	published in the	The Courier	which is a newspaper
or general offoliation in	Hardin (County)	(Name of Newspaper) , Tennessee, on or	before March, 10 (Month / day), 20 1/2, (Year)
for one day.			
This is to provide official notice accordance with T.C.A. § 68-1 that:	e to the Health Ser 1-1601 <i>et seq.,</i> and	vices and Development d the Rules of the Healt	: Agency and all interested parties, in h Services and Development Agency,
Option Care Infusion Services, LLC, DBA Vanderbill HC/Option Care IV S	ervices located at, 624 Grassmere Park Dr., St	e 22, Nashville, TN 37211	Home Health Agency
(Name of Applicant)			(Facility Type-Existing)
owned by: Option Care Infusion	Services, LLC	with an ownership	type of joint venture
for [PROJECT DESCRIPTION BEGINS H	An expansion of home heal	intends to file an a	pplication for a Certificate of Need East and West TN to include the addition of the following counties: auderdale, Loudon, Marion, McMinn, McNairy, Meigs, Monroe, Polk,
Rhea, Roane, Sevier, Shelby, Tipton, Sequalchie Current CON co	unties Bedford, Cannon, Cheatham, Coffe	e, Davidson, Dekalb, Dickson, Franklin, Giles, Grund	dy,Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall,
Maury, Montgomery, Moore, Perry, Putnam, Robe	ertson, Rutherford, Smith, Sumr	ner, Trousdale, Warren, Wayne, White,	Williamson, Wilson, Estimated project cost is \$15,000.00.
The anticipated date of filing the	e application is: _ M	1ARCH 9 .20	18
The contact person for this proj who may be reached at: Option Care	ect is Julie Koenig,	Sr. VP-Ops/Meggie Orai (Contact Name)	ma, DON (Title)
	(Company Name)	<u></u>	(Address)
Nashville	TN	37211	888 / ₂ 726-0776
(City)	(State)	(Zip Code)	(Area Code / Phone Number)
no ano Ol	and	03/09/2018	meggie.orama@optioncare.com
/// (Signature)		(Date)	(E-mail Address)

The Letter of Intent must be filed in triplicate and received between the first and the tenth day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

> Health Services and Development Agency Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, Tennessee 37243

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Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, TN 37243

www.tn.gov/hsda

Phone: 615-741-2364

Per Called Calle

Fax: 615-741-9884

LETTER OF INTENT

(Signature)		(Date)		E-mail Address)
neggie Mas	da	03/09/2018	meggie.o	rama@optioncare.com
(City)	(State)	(Zip Code)		Code / Phone Number)
Nashville	TN	37211	888	,726-0776
who may be reached at: Option Care Infusion	n Services, LLC, 624 Grassmon		ddress)	
The contact person for this project is		(Contact Name)	, DON	(Title)
The anticipated date of filing the app				
Maury, Montgomery, Moore, Perry, Putnam, Robertson,	Rutherford, Smith, Sumne	r, Trousdale, Warren, Wayne, White, Will	iamson, Wilson. Es	stimated project cost is \$15,000.00.
Rhea_Roane_Sevier, Shelby, Tipton, Sequatchie_Current CON counties_Be	dford, Cannon, Chealham, Coffee,	Davidson, Dekalb, Dickson, Franklin, Giles, Grundy, Hid	kman, Houston, Humphrey	s, Lawrence, Lewis, Lincoln, Macon, Marshall,
Anderson, Bledsoe, Blount, Bradley, Cumberland, Fayette, Hardin				
for [PROJECT DESCRIPTION BEGINS HERE]				
and to be managed by: Option Care	Infusion Services,			
owned by: Option Care Infusion Ser	vices, LLC	with an ownership typ	e of joint ver	nture
(Name of Applicant)			cility Type-Existin	
This is to provide official notice to accordance with T.C.A. § 68-11-16; that: Option Care Influsion Services, LLC, OBA Vanderbilt HC/Option Care IV Services loc	01 <i>et seq.</i> , and	the Rules of the Health S	gency and a Services and me Health Ag	Development Agency
for one day. 				
,	punty)	, Tennessee, on or be	efore Warch,	onth / day) 20 12, (Year)
The Publication of Intent is to be pub		The McNairy County Ne (Name of Newspaper)	,	nich is a newspaper

The Letter of Intent must be <u>filed in triplicate</u> and <u>received between the first and the tenth</u> day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, Tennessee 37243

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Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364

Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to be publ	ished in theThe	e Commercial Appeal	which is a newspaper
or gorioral oriodiation in	Shelby, Tipton	(Name of Newspaper) , Tennessee, on or before	march, 10 20 18, (Year)
for one day.			
This is to provide official notice to taccordance with T.C.A. § 68-11-160 that:	he Health Service 01 <i>et seq.,</i> and the	e Rules of the Health Ser	vices and Development Agency,
Option Care Infusion Services, LLC, DBA Vanderbill HC/Option Care IV Services loca	led at, 624 Grassmere Park Dr., Ste 22, Nas	hville, TN 37211 Home	Health Agency
(Name of Applicant)		` .	y Type-Existing)
owned by: Option Care Infusion Serv	vices, LLC	with an ownership type o	of joint venture
and to be managed by: Option Care	nfusion Services, LLC	Cintends to file an applica	ation for a Certificate of Need
for [PROJECT DESCRIPTION BEGINS HERE];			
Anderson, Bledsoe, Blount, Bradley, Cumberland, Fayette, Hardin,			
Rhea, Roane, Sevier, Shelby, Tipton, Sequatchie, Current CON counties, Bed	ford, Cannon, Chealharn, Coffee, David	son, Dekalb, Dickson, Franklin, Giles, Grundy, Hickman	Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall,
Maury, Montgomery, Moore, Perry, Putnam, Robertson, R	tutherford, Smith, Sumner, Tro	ousdale, Warren, Wayne, White, Williams	son, Wilson. Estimated project cost is \$15,000,00.
The anticipated date of filing the app	lication is: MAR	CH 9 20 18	
The contact person for this project is			ON
The defined person for the project is		ontact Name)	(Title)
who may be reached at: Option Care Infusion	Services, LLC, 624 Grassmere P	ark Dr., Ste. 22	
	npany Name)	(Addr	ress)
Nashville	TN	37211	888 /726-0776
(City)	(State)	(Zip Code)	(Area Code / Phone Number)
Menie Oras	X A	03/09/2018	meggie.orama@optioncare.com
(Signature)		(Date)	(E-mail Address)
The Letter of Intent must be filed in to	riplicate and receiv	ed between the first and	the tenth day of the month. If the

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Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, TN 37243

www.tn.gov/hsda

Phone: 615-741-2364

Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent	is to be published in the	The Lauderdale County	Enterprise which is a newspaper
of general circulation in	Lauderdale (County)	(Name of Newspaper) , Tennessee, on or	
for one day.	(000.13)		(10141) 333)
	-2		~
This is to provide official accordance with T.C.A. that:	al notice to the Health Sen § 68-11-1601 et seq., and		Agency and all interested parties, in Services and Development Agency
Option Care Infusion Services, LLC, DBA Vanderbill HC	/Option Care IV Services located at, 624 Grassmere Park Or _ Ste		ome Health Agency
(Name of Applicant)		,	Facility Type-Existing)
owned by: Option Care	Infusion Services, LLC	with an ownership ty	ype of joint venture
and to be managed by:	Option Care Infusion Services	, ^{LLC} intends to file an ap	oplication for a Certificate of Need
for [PROJECT DESCRIPTION I	BEGINS HERE]: An expansion of home healt	h intravenous specialty care services throughout E	East and West TN to include the addition of the following counties:
			uderdale, Loudon, Marion, McMinn, McNairy, Meigs, Monroe, Polk,
Rhea, Roane, Sevier, Shelby, Tipton, Sequatchie	Current CON counties Bedford, Cannon, Cheatham, Coffee	e, Davidson, Dekalb, Dickson, Franklin, Gıles, Grundy	r,Hickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall,
Maury, Montgomery, Moore, Perry, Pu	utnam, Robertson, Rutherford, Smith, Sumn	er, Trousdale, Warren, Wayne, White, V	Milliamson, Wilson. Estimated project cost is \$15,000.00.
The anticipated date of	filing the application is:	MARCH 9 .20	18
	this project is <u>Julie Koenig,</u>	Sr. VP-Ops/Meggie Oram	na, DON
The contact person for t	ins project is	(Contact Name)	(Title)
who may be reached at	. Option Care Infusion Services, LLC, 624 Grassr	mere Park Dr., Ste. 22	
mio may bo roadmod at	(Company Name)		(Address)
Nashville	TN	37211	888 / ₇ 26-0776
(City)	(State)	(Zip Code)	(Area Code / Phone Number)
nomie!	I sem a	03/09/2018	meggie.orama@optioncare.com
(Sig	gnature)	(Date)	(E-mail Address)
	. With the transfer of the		

The Letter of Intent must be <u>filed in triplicate</u> and <u>received between the first and the tenth</u> day of the month. If the last day for filing is a Saturday, Sunday or State Holiday, filing must occur on the preceding business day. File this form at the following address:

Health Services and Development Agency Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, Tennessee 37243

The published Letter of Intent must contain the following statement pursuant to T.C.A. § 68-11-1607(c)(1). (A) Any health care institution wishing to oppose a Certificate of Need application must file a written notice with the Health Services and Development Agency no later than fifteen (15) days before the regularly scheduled Health Services and Development Agency meeting at which the application is originally scheduled; and (B) Any other person wishing to oppose the application must file written objection with the Health Services and Development Agency at or prior to the consideration of the application by the Agency.

HF51 (Revised 01/09/2013 – all forms prior to this date are obsolete)



Andrew Jackson Building, 9th Floor 502 Deaderick Street Nashville, TN 37243

www.tn.gov/hsda

Phone: 615-741-2364

Fax: 615-741-9884

LETTER OF INTENT

The Publication of Intent is to	be published in the	Brownsville Press	which is a newspaper
of general circulation in	Haywood (County)	(Name of Newspaper) , Tennessee, on or b	efore March, 10 20 18, (Year)
for one day.			
This is to muchide official wat	:	and Davidson	
accordance with T.C.A. § 68 that:	-11-1601 <i>et seq.</i> , and	the Rules of the Health	Agency and all interested parties, in Services and Development Agency
Option Care Infusion Services, LLC_DBA Vanderbill HC/Option Care	IV Services located at 624 Grassmere Park Dr., Ste 22	Nashville, TN 37211	me Health Agency
(Name of Applicant)		`	acility Type-Existing)
owned by: Option Care Infusi	on Services, LLC	with an ownership ty	pe of joint venture
and to be managed by: Option	n Care Infusion Services, I	^{-LC} intends to file an api	olication for a Certificate of Need
for iproject description begins	HERE1: An expansion of home health i	ntravenous specialty care services throughout Eas	st and West TN to include the addition of the following counties:
			derdale, Loudon, Marion, McMinn, McNairy, Meigs, Monroe, Polk,
Rhea, Roane, Sevier, Shelby, Tipton, Sequatchie, Current COI	V counties: Bedford, Cannon, Chealham, Coffee, E	Davidson, Dekalb, Dickson, Franklin, Giles, Grundy,H	ickman, Houston, Humphreys, Lawrence, Lewis, Lincoln, Macon, Marshall,
Maury, Montgomery, Moore, Perry, Pulnam, R	obertson, Rutherford, Smith, Sumner	, Trousdale, Warren, Wayne, White, W	lliamson, Wilson, Estimated project cost is \$15,000.00.
The anticipated date of filing t	he application is: M	ARCH 9 .20	18
The contact person for this p			a, DON
The contact percent for the pr	9,000 10	(Contact Name)	(Title)
who may be reached at: Option C	Care Infusion Services, LLC, 624 Grassme	re Park Dr., Ste. 22	
,	(Company Name)	(,	Address)
Nashville	TN	37211	888 / <u>726-0776</u>
(City)	(State)	(Zip Code)	(Area Code / Phone Number)
memel	12 and a.	03/09/2018	meggie.orama@optioncare.com
(Signature)		(Date)	(E-mail Address)

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www.tn.gov/hsda

Phone: 615-741-2364

LETTER OF INTENT

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Fax: 615-741-9884

The Publication of Intent is to be published in the	Bolivar Bulletin	w	hich is a newspaper
of general circulation in Hardeman (County)	(Name of Newspaper), Tennessee, on or be	efore March	10 20 18, onth / day) (Year)
for one day.		(***	(100.)
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~			
This is to provide official notice to the Health Servi accordance with T.C.A. § 68-11-1601 et seq., and that:	ces and Development A the Rules of the Health	gency and a Services and	all interested parties, in I Development Agency,
Option Care Infusion Services_LLC_DBA Vanderbilt HC/Option Care IV Services located at, 624 Grassmere Park Dr., Ste 22	P., Nashville, TN 37211	me Health A	gency
(Name of Applicant)	(Fa	cility Type-Existin	ng)
owned by: Option Care Infusion Services, LLC	with an ownership typ	e of joint ve	nture
and to be managed by: Option Care Infusion Services, I	^{_LC} intends to file an app	lication for a	Certificate of Need
for [PROJECT DESCRIPTION BEGINS HERE]: An expansion of home health in	ntravenous specialty care services throughout Eas	and West TN to include	the addition of the following counties:
Anderson, Bledsoe, Blount, Bradley, Cumberland, Fayette, Hardin, Haywood, Knox, Hamilton, Mo	organ, Hardeman, Jefferson, Van Buren, Laud	erdale, Loudon, Marion	, McMinn, McNairy, Meigs, Monroe, Polk,
Rhea, Roane, Sevier, Shelby, Tipton, Sequatchie, Current CON counties: Bedford, Cannon, Cheatham, Coffee, D	Davidson, Dekalb, Dickson, Franklin, Giles, Grundy,Hi	ckman, Houston, Humphre	ys, Lawrence, Lewis, Lincoln, Macon, Marshall,
Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Smith, Sumner	, Trousdale, Warren, Wayne, White, Wil	liamson, Wilson。E	stimated project cost is \$15,000.00.
The anticipated date of filing the application is:	RRCH 9 .20	18	
The contact person for this project is Julie Koenig, S	r. VP-Ops/Meggie Orama	, DON	
	(Contact Name)	_	(Title)
who may be reached at: Option Care Infusion Services, LLC, 624 Grassme	re Park Dr., Ste. 22		
(Company Name)		Address)	
Nashville TN	37211	888	_/ 726-0776
(City) (State)	(Zip Code)	(Are	a Code / Phone Number)
Mergie Orana.	03/09/2018	meggie.d	orama@optioncare.com
(Signature)	(Date)		(E-mail Address)
The Letter of Intent must be <u>filed in triplicate</u> and <u>rec</u> last day for filing is a Saturday, Sunday or State Ho			
this form at the following address:	, ,		J

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HF51 (Revised 01/09/2013 - all forms prior to this date are obsolete)

# Supplemental #1 (Original)

Option Care Infusion Services, LLC d/b/a Vanderbilt HC/Options Care IV Services

CN1803-012



#### State of Tennessee **Health Services and Development Agency**

Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364/Fax:615/532-9940

March 21, 2018

Julie Koenig/Meggie Orama VP of Operations/Nurse Manager Option Care Infusion Services, LLC d/b/a Vanderbilt HC/Options Care IV Services 624 Grassmere Park Drive, Suite 22 Nashville, TN 37211

RE: Certificate of Need Application CN1803-012

Option Care Infusion Services, LLC d/b/a Vanderbilt HC/Options Care IV

Services

Dear Ms. Koenig and Orama,

This will acknowledge our March 9, 2018 receipt of your application for a Certificate of Need for addition of 28 counties to an established home care organization limited to intravenous specialty care services. The principal office will be located at 624 Grassmere Park Dr., Suite 22, Nashville (Davidson County) Tennessee.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

Please submit responses in triplicate by 4:00 p.m., Wednesday, March 21, 2018. If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

1. Section A: Executive Summary, A. Overview

Please describe what infusion services are and the types of diseases these services treat.

#### **RESPONSE:**

Infusion therapy means that a drug is administered intravenously. Therefore, infusion services would be the administration of a drug that the physician has ordered to be administered intravenously. Infusion services are administered for diseases such as Crohn's Disease, Multiple Scleroses, some forms of Julie Koenig/Meggie Orama March 21, 2018 Page 2 March 21, 2018 3:05 P.M.

arthritis, amyotrophic lateral sclerosis (ALS), immune deficiency such as common variable immunodeficiency, Myasthenia Gravis, and congestive heart failure.

Will the applicant only being serving patients who are in need of Radicava? If yes, will the applicant accept a condition on the CON limited to serving only patients in need of Radicava.

#### **RESPONSE:**

Option Care Infusion Services will provide administration of several types of specialty intravenous medications per physician order and is not limited to servicing only patients in need of Radicava.

2. Section A, Project Details, Item 5

The Operating Agreement identifies the company as Walgreens Infusion and Respiratory Services, LLC. The application identifies the management/operating entity as Option Care Infusion Services, LLC d/b/a Vanderbilt HC/Options Care IV Services.

Please address this discrepancy.

#### **RESPONSE:**

They are the same entity. The name of the company at the time the Operating Agreement was entered into on August 1, 2009 was Walgreens Infusion and Respiratory Services, LLC. The name of that entity was formally changed to Option Care Infusion Services, LLC on July 24, 2017 (see attached Written Consent of the Members) and the name change was the subject of a filing with the State of Tennessee, Department of State on August 7, 2017 (see attached filing documents). The d/b/a of the entity changed to Vanderbilt HC/Option Care IV Services on July 24, 2017 (see attached Written Consent of the Members) and that change was the subject of a filing with the State of Tennessee, Department of State on August 11, 2017 (see attached filing documents)

Attachment: Section A Project Details, Item 5

#### 3. Section A, Project Details, Item 9

Please explain how the applicant has a contract with United Healthcare Community Plan and not have Medicaid/TennCare certification.

#### **RESPONSE:**

Option Care Infusion Services has a contract with United Healthcare who manages United Healthcare Community Plans. Option Care is a preferred provider under this contract. Option Care Infusion services for nursing is not contracted with Blue Cross/Blue Shield who manages TennCare.

4. Section A, Project Details, Item 11, Home Health Organizations Under the existing licensed county column, it appears that the applicant may have inadvertently checked Benton instead of Bedford.

Please submit a revised chart with the corrected information.

Attachment Section A, Project Details, Item 11

## 5. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #1 Determination of Need

It appears that there are miscalculations in the applicant's assessment of the need formula. According to the Department of Health, 63,093 home health patients were served in the proposed service area counties in 2016.

Please contact the Department of Health, Health Statistics, for a copy of the report that identifies home health need by county, review your calculations, and provide a revised home health need calculation for each of the proposed service area counties.

Attachment Section B, Need, Item 1.a. Item #1

## 6. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #4 County Need Standard

If possible, please provide letters from the providers having difficulty placing patients that identify an estimate of how may infusion patients could be referred to the applicant if this CON is approved.

Attachment Section B, Need, Item 1.a.

## 7. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #5 Current Service Area Utilization

Your response to this item is noted. It appears that the applicant has not captured all the home health agencies serving each of the proposed service area counties.

Attached is an excel spreadsheet that includes a list of all the home health agencies licensed to serve in at least one of the proposed service area counties.

Please revise your response to this item and provide utilization for each individual agency.

#### **RESPONSE:**

The agencies listed on chart are the only agencies that reported utilization on JAR report

Attachment Section B, Need, Item 1.a. Item #5

Please also review data for the past three JAR years identifying agencies that reported serving 5 or fewer service area patients for each of the last three years

## 8. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #6 Adequate Staffing

What is the percentage of total staffing that the personnel available through staffing agencies represent?

#### **RESPONSE:**

Approximately 82% of the total staffing will be represented by staffing agencies. The other 18% will be through sub-contracts with established home health agencies.

## 9. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #7 Community Linkage Plan

Please identify any formal referral arrangements or working agreements with specific service area providers.

#### **RESPONSE:**

Option Care Infusion has a state specific sales representative that has established relationships with numerous neurologists throughout the state of Tennessee. Option Care has a contract with MT Pharm for providing Radicava. Option Care has contracts with several payer sources for infusion nursing: Humana, Tricare, Aetna, Healthsprings, Cigna, and United Healthcare. Option Care Infusion is a preferred provider for United

Healthcare. Option Care has established subcontracting agreements with Amotec Staffing, Camellia HH, NHC Home Care, Quality Pvt Duty, and Suncrest Pvt Duty.

10. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #8 TennCare managed Care Organizations (MCOs) and Financial Viability

The referenced Attachment Section B. Need: A8 was not found in the application. Please provide a response to this criterion.

11. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #9 Proposed Charges

The Charge Chart is noted. Please expand the chart to include all home health agencies licensed to serve in the proposed service area.

#### **RESPONSE:**

Since the applicant is limited to infusion nursing it is only necessary to report on charges from other providers that report infusion nursing services

If a home health agency does not report charges then calculate gross revenue per patient from the data on page 11 of the Home Health JAR.

#### **RESPONSE:**

According to the 2017 JAR only reported infusion services were used to provide information requested. There were 161 agencies completing data for JAR for 2017. However, there are 642 Home Health Agencies licensed to serve proposed counties. Of these 642 agencies, only very few reported infusion therapy.

#### 12. Section B, Need, Item C.

Please discuss in detail how the applicant determined the patient origin mix for the proposed counties. Please also provide a total row for the Current and Projected Utilization by County charts

Please submit a revised map that not only identifies the proposed counties but also identifies the existing counties.

Attachment Section B, Need, Item C 1-2

Julie Koenig/Meggie Orama March 21, 2018 Page 6 March 21, 2018 3:05 P.M.

#### 13. Section B, Need, Item D.

Please revise the demographic chart to reflect 2018 as the current year and 2021 the projected year.

Attachment Section B, Need, Item D

#### 14. Section B, Need, Item E

Your response to this item is noted. Please complete the following chart for all home health agencies serving any county in the proposed service area that reports infusion nursing utilization in its 2017 JAR

Attachment Section B, Need, Item E

Agency	2015 Total Hours	2016 Total Hours	2017 Total Hours	'15-'17 % Change	2017 Infusion Hours	2017 Infusion Hours as a % of Total
TOTAL						

Please also identify agencies that have CONs to provide infusion nursing home health services but have either not been implemented or have not been in operation long enough to have yet filed a JAR and serve at least one of the counties in the proposed service area.

#### **RESPONSE:**

Axela Care Health Solutions, LLC East Tennessee and Axela Care Health Solutions, LLC Middle Tennessee submitted CON's for infusion services in 2017.

This information is available from Alecia Craighead, HSDA Information and Data Analyst

Phone: 615-253-2782

Email: alecia.l.craighead@tn.gov.

#### 15. Section B, Need, Item F

Your response to this item is noted. Please submit a revised chart that also includes hours.

#### **RESPONSE:**

Option Care Infusion Services (formerly Walgreens Infusion) only reported visits due to our provision of intravenous therapy and not home health hours as directed by Lonnie Matthews, State of TN Department of Health

#### 16 .Section B. Economic Feasibility Item A. Project Cost Chart

Will there be any legal or administrative costs associated with the proposed project? If yes, please submit a revised Project Cost Chart.

#### **RESPONSE:**

There will be no legal or administrative costs associated with the proposed project.

#### 17. Section B. Economic Feasibility Item C. Historical Data Chart

Please identify the unit of utilization being used in Line A., e.g., patients, visits, hours, etc.

#### **RESPONSE:**

The unit of utilization used was nursing visits

Please explain why there are no provisions for charity care

#### **RESPONSE:**

Provisions for charity care are embedded in the Revenue number

Please explain why rent increases to \$409,335 in 2016 when Exhibit B-Rent Schedule in the lease agreement indicates that rent will be in \$230,000-\$250,000 range.

#### RESPONSE:

We relocated our facility, which drove an increase in rent expense for that facility. Additionally, this rent expense line in our income statement includes real estate taxes, along with rent and other real estate related fees (e.g. CAM fees). 2016 was when the applicant's principal office relocated from 500

Wilson Pike Circle, Suite 115, Brentwood (Williamson County) to 624 Grassmere Park Drive, Suite 22, Nashville (Davidson County), TN 37211

Please explain why there are taxes in 2015 and 2016 but not in 2017

#### **RESPONSE:**

No 2017 tax expense was recorded for Vanderbilt due to an estimate of no Tennessee taxable income in the year. Once the 2017 return is completed (not until the fall of 2018), if a true-up is needed based on the actual filing, then a tax expense would be recorded at that point in time

Please provide the reasons for the depreciation increase between 2015 and 2017

#### **RESPONSE:**

We purchased more fixed assets related to the facility expansion/upgrade discussed above.

Please explain why there was a negative net balance in excess of \$1.5M in 2016.

#### **RESPONSE:**

In 2016, we made capital expenditures for fixed assets (discussed above) that exceeded the income we produced during that year.

### 18. Section B. Economic Feasibility Item D. Projected Data Chart (Project Only)

Please identify the unit of utilization being used in Line A., e.g., patients, visits, hours, etc.

#### **RESPONSE:**

Nursing visits were the unit of utilization used

Please explain why there are no provisions for contractual adjustments and charity care

#### **RESPONSE:**

Provisions for charity care are embedded in the revenue number- indigent and financial hardship cases include a contractual adjustment to bring net revenue to \$0.

Please explain why no rent, management fees, and/or other operating expenses have been allocated to the proposed project.

#### **RESPONSE:**

We do not feel we need to open up a new facility in order to service the patients in the proposed counties. We have not forecasted additional operating expenses related to the project, since we do not see the need to open an additional physical location that would incur additional operating expenses.

## 19. Section B. Economic Feasibility Item D. Projected Data Chart (Total Facility)

Please identify the unit of utilization being used in Line A., e.g., patients, visits, hours, etc.

#### **RESPONSE:**

Nursing visits were the unit of utilization used

Please explain why there are no provisions for contractual adjustments and charity care

#### **RESPONSE:**

Provisions for charity care are embedded in the revenue number- indigent and financial hardship cases include a contractual adjustment to bring net revenue to \$0

Please explain why rent is projected to be \$506,805 when Exhibit B-Rent Schedule in the lease agreement indicates that rent will be in \$230,000-\$250,000 range.

#### **RESPONSE:**

We relocated our facility, which drove an increase in rent expense for that facility. Additionally, this rent expense line in our income statement includes real estate taxes, along with rent and other real estate related fees (e.g. CAM fees). 2016 was when the applicant's principal office relocated from 500 Wilson Pike Circle, Suite 115, Brentwood (Williamson County) to 624 Grassmere Park Drive, Suite 22, Nashville (Davidson County), TN 37211.

Please describe what is included in the \$(4,545) in other non-operating expenses.

#### **RESPONSE:**

This contains miscellaneous expenses and fees

#### 20. Section B, Economic Feasibility, Item E.1)

Please explain why gross charges decline by approximately 80% between 2017 and 2018.

#### **RESPONSE:**

We do not project out contractual adjustments for budgetary purposes, so the Other Operating Revenue: Infusion Services line of Gross Operating Revenue is net of the Contractual Adjustments (which are separated out in the historical data). This is why the Gross Charge appears to be declining by 80% from 2017 to 2018, utilizing the formula provided.

Please explain why the net charge is expected to decline by over 22% between 2017 and 2020

#### **RESPONSE:**

The net charge shows a decline for the same reason that the gross charge shows a decline during the same timeframe. We do not project out contractual adjustments, so that line in the deductions section shows zero, which explains why the net charge shows a sharp decline.

#### 21. Section B, Economic Feasibility, Item E.3)

The Charge Chart is noted. Please expand the chart to include all home health agencies licensed to serve in the proposed service area.

#### **RESPONSE:**

Since the applicant is limited to infusion nursing it is only necessary to report on charges from other providers that report infusion nursing services

The chart provided lists charges for the agencies that reported infusion nursing in the proposed service area. While the agencies that completed JAR serviced numerous home health patients, very few reported infusion nursing services. If a home health agency does not report charges then calculate gross revenue per patient from the data on page 11 of the Home Health JAR.

#### **RESPONSE:**

According to the 2017 JAR only reported infusion services were used to provide information requested. There were 161 agencies completing data for JAR for 2017. However, there are 642 Home Health Agencies licensed to serve proposed counties. Of these 642 agencies, only very few reported infusion therapy.

#### 22 .Section B, Economic Feasibility, Item F.1)

Your response to this item is noted.

Please discuss how projected utilization will be sufficient to support the applicant's financial performance

#### **RESPONSE:**

We project utilization based on nursing visits, which is one of the drivers of our reimbursement revenue.

Please provide copies of the balance sheet and income statement from the most recent reporting period of the home health agency and the most recent audited financial statements with accompanying notes, if applicable.

Attachment Section B, Economic Feasibility, Item F.1

#### 23. Section B, Economic Feasibility, Item F.3)

Please provide the capitalization ratio for the applicant and/or the applicant's owner

#### **RESPONSE:**

The capitalization ratio is 47.45% based on 2017 unaudited financial statements.

Please explain how the applicant's payor mix can be 70% Medicare when the applicant will not be Medicare certified.

#### **RESPONSE:**

This percentage is based upon the identifying expected IGG patients to be Commercial (30% of the expansion) and the ALS patients to be Medicare (70% of the expansion). This is for the project portion only.

#### 24. Section B, Economic Feasibility, Item H.

The existing home health agency direct patient care staff to serve patients in 33 counties is reported at 44. Please explain how the hiring of only 4 more FTES direct patient care staff will be enough to serve patients in 28 additional counties.

#### **RESPONSE:**

While we will be expanding to include these underserviced counties into our CON, we will be subcontracting agencies already with ties to the local area for services under our CON. This is, in part, due to insurance agency innetwork benefits that we can provide to the patients that other companies would have to charge the patient out-of-network rates

#### 25. Section B, Economic Feasibility, Item I.

Please explain the impact of the proposed project not being implemented.

#### **RESPONSE:**

The impact of the proposed project not being implemented would be to delay or deny services to many patients that would benefit from in-home therapy. This is both emotionally and financially impacting those patients. Many of these patients can have a great quality of life by being able to receive infusion services in their own homes, on their schedules, around work/family activities.

#### 26. Section B, Orderly Development, Item B.

Please discuss the impact of the proposed project on any existing providers of infusion nursing currently serving any of the counties in the proposed service area.

#### **RESPONSE:**

Implementation of the proposed project will not have any impact on existing providers. The existing providers of specialty infusion nursing are not in network with MT Pharm to provide Radicava. In addition, the need for specialty infusion services to administer specialty drugs (e.g. immunoglobulin therapy-IVIG, remicade, etc) far outweighs the available resources available to provide this service.

Julie Koenig/Meggie Orama March 21, 2018 Page 13

#### 27. Section B. Quality Measures

Please discuss the applicant's commitment to the proposal in meeting appropriate quality standards by addressing each of the following factors:

(a) Whether the applicant commits to maintaining an actual payor mix that is comparable to the payor mix projected in its CON application, particularly as it relates to Medicare, TennCare/Medicaid, Charity Care, and the Medically Indigent;

#### **RESPONSE:**

Option Care Infusion Services is committed to maintaining a payor mix that is projected in the CON application.

(b) Whether the applicant commits to maintaining staffing comparable to the staffing chart presented in its CON application;

#### **RESPONSE:**

Yes, we commit to maintaining staffing comparable to the staffing chart presented.

(c) Whether the applicant will obtain and maintain all applicable state licenses in good standing;

#### **RESPONSE:**

Option Care Infusion Services will maintain all applicable state licenses in good standing.

- (d) Whether the applicant will obtain and maintain TennCare and Medicare certification(s), if participation in such programs was indicated in the application; N/A
- (e) Whether an existing healthcare institution applying for a CON has maintained substantial compliance with applicable federal and state regulation for the three years prior to the CON application. In the event of non-compliance, the nature of non-compliance and corrective action shall be considered

3:05 P.M.

Julie Koenig/Meggie Orama March 21, 2018 Page 14

#### **RESPONSE:**

Option Care Infusion has maintained compliance with applicable federal and state regulation for the past 3 years

(f) Whether an existing health care institution applying for a CON has been decertified within the prior three years. This provision shall not apply if a new, unrelated owner applies for a CON related to a previously decertified facility;

#### **RESPONSE:**

Option Care Infusion has not been decertified within the prior three years

(g) Whether the applicant will participate, within 2 years of implementation of the project, in self-assessment and external peer assessment processes used by health care organizations to accurately assess their level of performance in relation to established standards and to implement ways to continuously improve

#### **RESPONSE:**

Option Care is committed to self-assessment and external peer assessment processes used by health care organizations to ensure accurate assessment of our level of performance as it relates to established standards and will apply continuous quality improvement.

- (h) Whether the applicant will participate, within 2 years of implementation of the project, in self-assessment and external peer assessment processes used by health care organizations to accurately assess their level of performance in relation to established standards and to implement ways to continuously improve.
- 1. This may include accreditation by any organization approved by Centers for Medicare and Medicaid Services (CMS) and other nationally recognized programs. The Joint Commission or its successor, for example, would be acceptable if applicable.

#### **RESPONSE:**

Option Care Infusion Services is accredited by the Joint Commission for Health Care

2. Other acceptable accrediting organizations may include, but are not limited to, the following:

Community Health Accreditation Program, Inc., Accreditation Commission for Health Care, and/or other accrediting body with deeming authority for home health services from CMS and participation in the Medicare Quality Initiatives, Outcome and Assessment Information Set, and Home Health Compare, or other nationally recognized accrediting organization, for Home Health projects;

(i)For Home Health projects, whether the applicant has documented its existing or proposed plan for quality data reporting, quality improvement, and an outcome and process monitoring system;

#### **RESPONSE:**

Option Care has documented its existing plan for quality data reporting, quality improvement, and an outcome and process monitoring system

#### 28. Project Completion Chart

The Project Completion Chart is noted. If this application is deemed complete by March 29, this application will be scheduled to be heard on June 27. Please submit a revised Project Completion Forecast Chart and include June 27, 2018 for "1. Initial HSDA decision date".

See attached

#### 13. Proof of Publication

It appears that the Sparta Expositor did not publish the Letter of Intent by March 10. Please note that because of this, the applicant will have to remove Van Buren County for consideration in this application.

See attached- Van Buren County has been removed from proposed counties

Julie Koenig/Meggie Orama March 21, 2018 Page 16

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." For this application the sixtieth (60th) day after written notification is May 11, 2018. If this application is not deemed complete by this date, the application will be deemed void. Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the <u>next review cycle</u>, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the first day of the month after the application has been deemed complete by the staff of the Health Services and Development Agency.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. 3 68-11-1607(d):

- (1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.
- (2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have any questions or require additional information, please contact this office.

Sincerely,

Julie Koenig/Meggie Orama March 21, 2018 Page 17

Mark A. Farber Deputy Director Supplemental #1

March 21, 2018 3:05 P.M. ATTACHMENT: SECTION A PROJECT DETAILS, ITEM 5

1

#### WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

(A Tennessee limited liability company)

#### WRITTEN CONSENT OF THE MEMBERS

The undersigned, being the Members of Walgreens Infusion and Respiratory Services, LLC, a Tennessee limited liability company (the "Company"), acting without a meeting pursuant to the provisions of the Tennessee Business Corporations Act do, by this instrument, consent to, approve and adopt the following resolutions and take the following actions as of July 24, 2017:

WHEREAS, the Board of Directors (the "Board") of Walgreens Infusion and Respiratory Services, LLC, d/b/a Vanderbilt HC/Walgreens IV & RT Services (the "Company") deems it in the best interest of the Company to change name of the Company to "Option Care Infusion Services, LLC" and to change the name by which the Company is doing business (d/b/a) to "Vanderbilt HC/Option Care IV Services."

**NOW THEREFORE, BE IT RESOLVED,** that the Members hereby approve the change of the Company's name to:

Option Care Infusion Services, LLC

**BE IT FURTHER RESOLVED**, that the Members hereby approve the change of the name by which the company is doing business (d/b/a) to:

Vanderbilt HC/Option Care IV Services

**BE IT FURTHER RESOLVED,** that the Members hereby adopt an Amendment to the Articles of Organization of the Company to effectuate the change of the name of the Company.

*****

Supplemental #1 March 21, 2018 3:05 P.M.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the date first written above.

#### **MEMBERS:**

Option Care Enterprises, Inc.

A Delaware corporation

By:

Its: Corporate Secretary

Vanderbilt Health Services, Inc.

A Tennessee corporation

By: Wylink

C. Wright Pinson, MBA, MD

Its: President

March 21, 2018

### 3:05 P.M.

#### **Division of Business Services Department of State**

State of Tennessee 312 Rosa L, Parks AVE, 6th FL Nashville, TN 37243-1102



Option Care Infusion Services, LLC **STE 300N** 

BANNOCKBURN, IL 60015-5405

August 7, 2017

#### Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control #: 573158

3000 LAKESIDE DR

Status:

Active

Filing Type: Limited Liability Company - Domestic

**Document Receipt** 

Receipt #: 003516476

Filing Fee:

\$20.00

Payment-Check/MO - ERIC J LUNDQUIST, HENDERSONVILLE, TN

\$20.00

Amendment Type: Articles of Amendment

Filed Date:

08/07/2017 8:35 AM

Image #: B0413-4098

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Processed By: Tammy Morris

Secretary of State

Field Name

Changed From

Changed To

Filing Name

WALGREENS INFUSION AND RESPIRATORY SERVICES, LLC

Option Care Infusion Services, LLC

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RDA 2458

March 21, 2018 3:05 P.M.



Bepartment of State Corporate Filings

ARTICLES OF AMENDMENT TO ARTICLES OFORGANIZATION (LLC)

For Office Use Only



312 Rosa L. Parks Ave. 6th Floor, William R. Snodgrass Tower Nashville, TN 37243

SS-4247 (REV. 01/06)

14dShVille, 114 57245						
LIMITED LIABILITY COMPANY CONTROL NUMBER (IFKN	OWN) <u>0573158</u>					
PURSUANT TO THE PROVISIONS OF §48-209-104 OF THE TENNESSEE LIMITED LIABILITY COMPANY ACT OR §48-249-204 OF THE TENNESSEE REVISED LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED ADOPTS THE FOLLOWING ARTICLES OF AMENDMENT TO ITS ARTICLES OF ORGANIZATION:						
PLEASE MARK THE BLOCK THAT APPLIES:						
AMENDMENT IS TO BE EFFECTIVE WHEN FILED BY	THE SECRETARY OF STATE.					
☐ AMENDMENT IS TO BE EFFECTIVE. (NOT TO BE LATER THAN THE 90TH DAY AFTER THE DAY NEITHER BLOCK IS CHECKED, THE AMENDMENT WILL FILING.						
PLEASE INSERT THE NAME OF THE LIMITED LIABILIT RECORD: Walgreens Infusion and Respiratory Service						
IF CHANGING THE NAME, INSERT THE NEW NAME ON	THE LINE BELOW:					
Option Care Infusion Services, LLC						
2. PLEASE INSERT ANY CHANGES THATAPPLY:						
A PRINCIPALADDRESS:STREE*	f ADDRESS					
CITY STATE/COUNTY  B. REGISTERED AGENT:	ZIP CODE					
C. REGISTERED ADDRESS: STREET						
TN						
CITY STATE D. OTHER CHANGES:	ZIP CODE COUNTY					
3. THE AMENDMENT WAS DULY ADOPTED ONJuly	24 2017					
MONTH	DAY YEAR					
(If the amendment is filed pursuant to the provision of §48-209-104 of the TN LLC Act, please also complete the following by checking one of the two boxes:) AND THE AMENDMENT WAS DULY ADOPTED BY THE □BOARD OF GOVERNORS WITHOUT MEMBER APPROVAL AS SUCH WAS NOT REQUIRED ■MEMBERS						
President	Lance Bla Om					
SIGNER'S CAPACITY	SIGNATURE					
	Laura Beth Brown					

Filing Fee: \$20.00

March 21, 2018

3:05 P.M.



State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102



Option Care Infusion Services, LLC **STE 300N** 3000 LAKESIDE DR BANNOCKBURN, IL 60015-5405

August 11, 2017

#### Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control #: 573158 Status: Active Filing Type: Limited Liability Company - Domestic

**Document Receipt** 

Receipt #: 003525862 Filing Fee: \$20.00

Payment-Check/MO - ERIC J LUNDQUIST, HENDERSONVILLE, TN \$20.00

Amendment Type: Assumed Name

Filed Date: 08/11/2017 12:52 PM Image # : B0413-4766

This will acknowledge the filing of the attached assumed name with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above. The name registration is effective for five years from the date the original registration was filed with the Secretary of State.

Processed By: Sarah Page

**New Assumed Name** 

Secretary of State

Changed To

Field Name Changed From

No Value

**VANDERBILT HC/OPTION CARE IV** 

SERVICES

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RDA 2458



## APPLICATION FOR REGISTRATION OF ASSUMED LIMITED LIABILITY COMPANY NAME

For Office Use Only



Corporate Filings I
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

SS-4230 (Rev. 01/06)

	d) of the Tennessee Limited Liability Company Act or §48-249-106(d) of ny Act, the undersigned Limited Liability Company hereby submits this			
The true name of the Limited Liability Compa	option care infusion services, LLC			
2. The state or country of organization is:	ENNESSEE			
3. The Limited Liability Company intends to tra	ansact business under an assumed Limited Liability Company name.			
4. The assumed Limited Liability Company name the Limited Liability Company proposes to use is:  VANDERBILT HC/OPTION CARE IV SERVICES				
NOTE: The assumed Limited Liability Company name must meet the requirements of §48-207-101 of the Tennessee Limited Liability Company Act or §48-249-106 of the Tennessee Revised Limited Liability Company Act, as applicable.				
S/11/17 Signature Date PRESIDENT Signer's Capacity	OPTION CARE INFUSION SERVICES, LLC  Name of Limited Liability Company  Signature  LAURA BETH BROWN  Name (typed or printed)			

Filing Fee: \$20.00

ATTACHMENT: SECTION A PROJECT DETAILS, ITEM 11

## 11. Home Health Care Organizations – Home Health Agency, Hospic Magency (exclusing Residential Hospice), identify the following by checking all that apply: 3:05 P.M.

12 P 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Existing Licensed County	Parent Office County	Proposed Licensed		Existing Licensed	Parent Office	Proposed Licensed
Anderson			County	of the second second	County	County	County
Bedford			×	Lauderdale			X
Benton				Lawrence	X		
Bledsoe				Lewis	X		
Blount			X	Lincoln	X		
Bradley			X	Loudon			X
Campbell	<u>_</u>		区	McMinn			X
Cannon				McNairy			X
Carroll				Macon	X		
Carter				Madison			
Cheatham				Marion			X
Chester				Marshall	X		
Claiborne				Maury	X		
				Meigs			X
Clay				Monroe			X
Cocke				Montgomery	X		
Coffee	X			Moore	×		
Crockett				Morgan			X
Cumberland			X	Obion			
Davidson	X	X		Overton			
Decatur				Perry	X		
DeKalb	X			Pickett			
Dickson	X			Polk			×
Dyer				Putnam	X		
Fayette			X	Rhea			$\square$
Fentress				Roane			×
Franklin	X			Robertson	X		
Gibson				Rutherford	X		
Giles	X			Scott			
Grainger				Sequatchie			X
Greene				Sevier			X
Grundy	X			Shelby			X
Hambien				Smith	X		
Hamilton			X X	Stewart		-	
Hancock				Sullivan	-		
Hardeman			<u> </u>	Sumner	X		
Hardin			X	Tipton			
Hawkins				Trousdale	X		X
Haywood			X	Unicoi			
Henderson				Union			
Henry	<u> </u>			Van Buren			
Hickman	×			Warren		, <u>D</u>	
Houston	X			Washington			
Humphreys	⊠ 🗵			Wayne			
Jackson					X		
Jefferson				Weakley			
Johnson			X	White	X		
Knox				Williamson	X		
				Wilson	X		
Lake							

ATTACHMENT SECTION B, NEED, ITEM 1.a. ITEM #1

Supplemental #1 March 21, 2018 3:05 P.M.

ATTACHMENT: SECTION B, NEED, ITEM 1.a.



Chad,

Based on our current IVIG census and projected home healthcare needs for IVIG infusions in the home, we can project the need for upwards of 10 patients for the remainder of the year.

It is imperative that our patients receive high level of home healthcare nursing on an ongoing

Susan Bracey FNP, MSN, BSN Affiliated Neurology

NPI: 1871692608 License: APN7439



# HEALTHSTAR PHYSICIANS, P.C.

Mohammad Hussain, MD NPI: 1699773747

Chad,

Our current patient population needing IVIG treatment in the home averages 3 patients per month. We cannot see this decreasing in the future. In fact, based upon our increased patient census in our area of Tennessee, we project this number will increase going forward.

Mohammad Hussain MD

Thank you,

Jenna Helton, CCMA

657 E Broadway Blvd Ste C Jefferson City, TN 37760



MARTIN H WAGNER, MD 5651 FRIST BLVD SUITE 413 HERMITAGE, TN 37076-2054

Chad,

My practice's continued need for IVIG treatments in the safe environment of the patient's home will require home healthcare services conservatively for upwards of 8 patients going forward for this year.

We need to ensure our patients in rural areas that frequently are not able to be serviced by home healthcare agencies on a consistent basis, have the ability to receive the necessary care to ensure great patient outcomes.

Sincerely,

my H Wagren mo

Martin Wagner, MD NPI: 1538172077

Supplemental #1
March 21, 2018
3:05 P.M.

ATTACHMENT SECTION B, NEED, ITEM 1.a. ITEM #5

# 3:05 P.M.

Health Statistics ID	Agency County	Agency	2017 Patients Serviced
01032	Anderson	Clinch River Home Health	369
01052	Anderson	The Home Option by Harden Health Care	144
01042	Anderson	Professional Case Management of Tennessee	346
05012	Blount	Blount Memorial Hospital Home Health Services	1,627
06043	Bradley	Family Home Care, Cleveland	2,995
06063	Bradley	Home Health Care of East Tennessee, Inc.	1,624
24026	Fayette	NHC Homecare	265
24036	Fayette	Where The Heart Is, Inc.	871
33103	Hamilton	Amedisys Home Health	5,261
33253	Hamilton	CHI Memorial Hospital Home Health	3,296
33213	Hamilton	Continucare Healthservices, Inc I	1,338
33383	Hamilton	*Erlanger Continucare Home Health	5
33083	Hamilton	Guardian Home Care, LLC	2,000
33363	Hamilton	Home Care Solutions	545
33093	Hamilton	Kindred at Home	1,769
33433	Hamilton	Maxim Healthcare Services	113
33033	Hamilton	NHC Homecare	379
33423	Hamilton	Optum Womens and Childrens Health, LLC	46
33303	Hamilton	Tennessee Home Health	544
36025	Hardin	Deaconess Homecare	1,016

#### March 21, 2018 3:05 P.M.

36035	Hardin	Hardin Medical Center Home Health	47-
20015	Haveread	Carpall Hamasara Sandasa	476
38015	Haywood	Careall Homecare Services	947
47202	Knox	Amedisys Home Health Care	
			8,513
47062	Knox	Camellia Home Health of East Tennessee, LLC	
47222	Min and	Consult House Consults	2,119
47232	Knox	Careall Home Care Services	391
	Knox	*Coram CVS Speciality Infusion Services	331
		<u>'</u>	#:
47402	Knox	Covenant Homecare	
			5,024
47222	Knox	East Tennessee Childrens Hospital Home Health Care	660
	Knox	*Implanted Pump Management	669
	KIIOX	implanted rump ivialiagement	<u></u>
47042	Knox	Kindred at Home	
			194
47432	Knox	Maxim Healthcare Services, Inc.	
47040			308
47012	Knox	NHC Homecare	001
47092	Knox	Tennova Healthcare Home Health	961
17032	KIIOX	Termova Treatmente Home Treatm	9,562
47132	Knox	UTMCK-Home Care Services: Hospice & Home Care	
			2,534
54043	McMinn	NHC Homecare	
62052	1.0		343
62052	Monroe	Intrepid USA Healthcare Services	543
62062	Monroe	Sweetwater Hospital Home Health	343
<b></b>	55		589
79456	Shelby	Accredo Health Group, Inc.	
			40
79146	Shelby	Amedisys Home Care	
79246	Shelby	Amadicus Hama Haalth Care	1,286
13240	Sileiby	Amedisys Home Health Care	1,384
79386	Shelby	Amedisys Tennessee, LLC	1,364
			3,113
79256	Shelby	Americare Home Health Agency, Inc.	
			774
	Shelby	*AxelaCare Health Solutions	

#### March 21, 2018 3:05 P.M.

79276	Shelby	Baptist Home Care and Hospice	3,320
79446	Shelby	*Baptist Trinity Home Care - Private Pay Division	3,320
7 5440	Sileiby	Saptist Tillity Home Care - Filvate Fay Division	2
79546	Shelby	Best Nurses, Inc.	
			62
79556	Shelby	Coram CVS/Speciality Infusion Service	
			35
79496	Shelby	Functional Independence Home Care, Inc.	66 700
	Chalby	*Howardilia Bustawad Cara of Managhia Inc	66,729
	Shelby	*Hemophilia Preferred Care of Memphis, Inc.	low?
79486	Shelby	Home Health Care of West Tennessee, Inc.	-
75460	Sileiby	Thome freath care of west refinessee, inc.	787
79376	Shelby	Homechoice Health Services	707
	,		1,544
79226	Shelby	Intrepid USA Healthcare Services	
		·	20,817
79536	Shelby	Maxim Healthcare Services, Inc.	
			266
79106	Shelby	Meritan, Inc.	
			705
79316	Shelby	Methodist Alliance Home Care	
70506		N. D	3,655
79506	Shelby	No Place Like Home, Inc.	
79466	Shelby	Onturn Wamana and Childrens Haalth	97
79400	Shelby	Optum Womens and Childrens Health	390
79136	Shelby	Quality Home Health Services	390
, 5150	Jilelby	Quality Floring Fleatin Services	445
79526	Shelby	Still Waters Home Health Agency	1,13
	,	gene,	701
79236	Shelby	Willowbrook Visiting Nurse Association, Inc.	
			904
Total Pat	ients Service	d by Licensed Home Health Agencies in Requested Counties	
			164,78
		ed servicing 5 or fewer patients in each of the last 3 years' JAR	S
Source: L	Department o	f Health Licensure - 8/18/2017 (Updated 3/13/2018)	

Supplemental #1 March 21, 2018 3:05 P.M.

ATTACHMENT SECTION B.NEED: A8

Supp Attachment Section B. Need: A8

Total Project 2019 March 21, 2018 3:05 P.M.

Payor Source	Projected Gross Operating Revenue	As a % of Total
Medicare/Medicare Managed Care	3,563,993	70%
TennCare/Medicaid		0%
Commercial/Other Managed Care	1,527,628	30%
Self-Pay		0%
Charity Care	-	. 0%
Other (Specify)		0%
Total	5,091,621	100%

# ATTACHMENT SECTION B, NEED, ITEM C 1-2

#### Supplemental #1

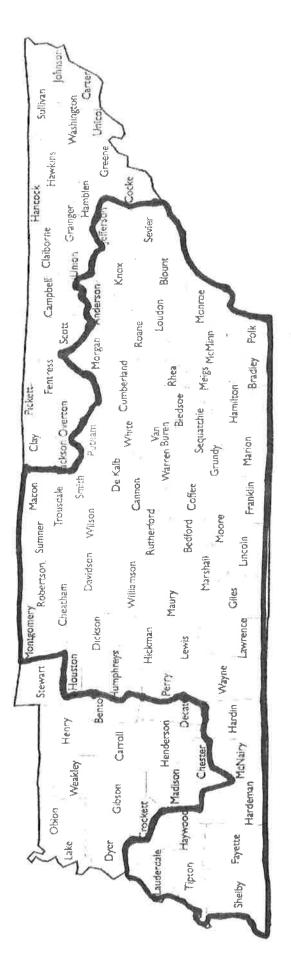
Service Area Counties	Projected Utilization-County Residents	% Total Procedures	Current
Anderson	4	3%	
Bledsoe			
Blount	9		
Bradley	6		
Cumberland	4		
Freette	ω		
Hamilton	19		
Haydeman	. 2		
H <b>a</b> din	2		
Haywood			
Jefferson	3		
Knox	32		2
_auderdale	2		
oudon	3		
McMinn	3		
McNairy	2		
Marion	2		_
Meigs	1	1%	
Monroe	3	2%	
Morgan	2	1%	
Polk	1		
Rhea	2		
Roane	3		
Sequatchie	1		
on tion	6		_
CEVIEI		. 24%	
Shelby	38		

#### Please complete the following tables, if applicable:

Service Area Counties	% Total Procedures	
Bedford	2	2%
Cannon	0	0
Cheatham	3	3.30%
Coffee	3	3.30%
Davidson	21	23%
DeKalb	1	1%
Dickson	1	1%
Franklin	3	3.30%
Giles	0	0
Grundy	1	1%
Hickman	1	1%
Houston	0	0%
Humphreys	2	2%
Lawrence	1	1%
Lewis	0	0%
Lincoln	0	0%
Macon	2	2%
Marshall	1	1%
Maury	1	1%
Montgomery	7	7.70%
Moore	0	0%
Perry	0	0%
Putnam	0	0%
Robertson	2	2.20%
Rutherford	6	6.60%
Smith	0	0%
Sumner	7	7.60%
Trousdale	0	0.00%
Warren	1	1%
Wayne	1	1%
White	0	0.00%
Williamson	13	14.20%
Wilson	8	8.80%

3:05 P.M.

County Level Map



Supplemental #1 March 21, 2018 3:05 P.M.

# ATTACHMENT SECTION B, NEED, ITEM D

ATTACHMENT SECTION B, NEED, ITEM D
Supplemental #1

March 21, 2018

			_		Services, I n 2014-2021		3:05 F	.M.
	2014	2015	2016	2017	2018*	2019*	2020*	2021*
Patients	426	200	307	504	580	632 -	689	751
Visits	1257	1308	1733	2284	2627	2863	3121	3401

#### **PATIENTS**:

The patient growth rate from 2016 to 2017 was 64%. Based on the trend from the past 4 years and the potential new business from expanding services, a growth rate of 15% was applied to 2018. Based on the anticipated growth of the home infusion industry, the forecasted patients for 2019 though 2021 reflect a 9% growth rate.

#### VISITS:

The visit growth rate from 2015 to 2016 and from 2016 to 2017 held steady at 32%. As noted above, a growth rate of 15% was applied to 2018, and the forecasted visits for 2019 and 2021 reflect a 9% growth rate.

	lotal	Need	Iotal	Need	lotal	Need	lotal	Need	lotal	Need
	Population	Estimate								
County	2016	2016	2017	2017	2018	2018	2019	2019	2020	2020
Anderson	77,667	1,165	78,026	1,170	78,387	1,176	78,731	1,181	79,061	1,186
Bledsoe	13,273	199	13,333	200	13,394	201	13,437	202	13,481	202
Blount	133,236	1,999	134,882	2,023	136,505	2,048	138,116	2,072	139,725	2,096
Bradlev	105,549	1,583	106,600	1,599	107,651	1,615	108,679	1,630	109,706	1,646
Cumberland	61,910	929	62,847	943	63,778	957	64,687	970	65,575	984
Favette	44,637	670	45,626	684	46,608	699	47,573	714	48,510	728
Hamilton	356,156	5,342	359,331	5,390	362,471	5,437	365,577	5,484	368,666	5,530
Hademan	27,283	409	27,287	409	27,284	409	27,279	409	27,278	409
Handin	26,557	398	26,618	399	26,680	400	26,743	401	26,783	402
Haywood	18,410	276	18,348	275	18,274	274	18,198	273	18,128	272
Jefferson	55,714	836	56,406		57,073	856	57,733	866	58,372	876
Knox	466,345	6,995	472,075	7,081	477,780	7,167	483,425	7,251	488,993	7,335
Lauderdale	28,658	430	28,799	432	28,930	434	29,055	436	29,186	438
Loudon	54,261	814	55,192	828	56,118	842	57,017	855	57,923	869
McMinn	54,449	817	54,783		55,100	827	55,411	831	55,724	836
McNairy	27,179	408	27,337	410	27,486	412	27,625	414	27,760	416
Marion	29,472	442	29,649	445	29,810	447	29,974	450	30,129	452
Meigs	12,221	183	12,285		12,345	185	12,408	186	12,462	187
Monroe	47,980	720	48,511		49,048	736	49,559	743	50,062	751
Morgan	23,402	351	23,626		23,848	358	24,071	361	24,288	364
Polk	17,442	262	17,538		17,627	264	17,726	266	17,812	267
Rhea	33,934	509	34,262	514	34,582	519	34,903	524	35,216	528
Roane	55,630	834	55,813	837	55,990	840	56,152	842	56,301	845
Sequatchie	15,835	238	16,125		16,399	246	16,667	250	16,943	254
Sevier .	101,144	1,517	102,998	_	104,829	1,572	106,657	1,600	108,468	1,627
Shelby	959,361	14,390	964,804	14,472	970,212	14,553	975,626	14,634	981,022	14,715
Tipton	67,250	1,009	68,247		69,239	1,039	70,220	1,053	71,196	1,068
Service Area Total	2,914,955	43,724	2,941,348	П	2,967,448	44,512	2,993,249	44,899	3,018,770	45,282
State of TN Total	6,811,303	102,170	6,886,441	103,297	6,960,524	104,408	7,037,025	105,555	7,112,424	106,686

Population data obtained from TN Department of Health population projections (https://www.tn.gov/health/health-program-areas/statistics/health-data/c Need estimated based on 1.5% of total population

Supplemental #1 March 21, 2018 3:05 P.M.

# ATTACHMENT SECTION B, NEED, ITEM E

March 21, 2018 3:05 P.M.

#### 14. Section B, Need, Item E

Agonov	2015	2016	2017	′15-′17	2017	2017
Agency	Total	Total	Total	%	Infusion	Infusion
	Hours	Hours	Hours	Change	Hours	Hours as a % of Total
Suncrest Home Health						0%
Suilcrest Home Health			37,814		93	
Coram CVS Speciality Infusion						0%
Services			1,514		- 4	
Maxim Healthcare Services						0%
iviaxim rieatticare services			176,315		33	
Coram CVS Specialty Infusion			467		301	64%
Services	-		407		301	0%
Still Waters Home Health Agency			22,970		2	
Coram CVS/Speciality Infusion						80%
Service			958		770	
TOTAL			240,038		1,203	1%

AxelaCare Health Solutions, LLC East Tennessee and AxelaCare Health Solutions, LLC Middle Tennessee submitted CON's for infusion services in 2017.

ATTACHMENT: ECONOMIC FEASIBILITY, ITEM F.1

Section B. Economic Feasibility, Item F.1

March 21, 2018

3:05 P.M.

# Option Care Infusion Services, L.L.C.

Financial Statements as of and for the period ended December 31, 2017 (Unaudited)

#### OPTION CARE INFUSION SERVICES, L.L.C BALANCE SHEET (DOLLARS IN THOUSANDS)

	Decem	ber 31, 2017
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$	282
Accounts receivable, net		6,623
Inventories, net		736
Other current assets		214
Property and equipment, net	19	1,298
TOTAL ASSETS	\$	9,153
LIABILITIES AND SHAREHOLDER'S EQUITY		
LIABILITIES:		
Accounts payable	\$	342
Other liabilities		1,817
Total liabilities	30	2,159
Shareholder's equity	-	6,994
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	\$	9,153

March 21, 2018 3:05 P.M.

#### OPTION CARE INFUSION SERVICES, L.L.C STATEMENT OF OPERATIONS (DOLLARS IN THOUSANDS)

	Year End 12 months 6 December 31	nded
NET REVENUES	\$	27,805
COST OF NET REVENUES: Cost of goods sold Cost of services provided		17,917 2,763
Total cost of net revenues	<u> </u>	20,680
GROSS PROFIT		7,125
OPERATING COSTS AND EXPENSES: Wages and related costs Provision for doubtful accounts Depreciation Other SG&A expenses Total operating expenses	·	2,280 1,514 356 900 5,049
OPERATING INCOME		2,076
OTHER EXPENSE	-	984
INCOME BEFORE INCOME TAXES		1,091
INCOME TAX EXPENSE		(#:
NET INCOME	\$	1,091

#### OPTION CARE INFUSION SERVICES, L.L.C CONDENSED STATEMENTS OF CASH FLOW (DOLLARS IN THOUSANDS)

	Year Ended
	12 months ended
	December 31, 2017
CASH FLOWS FROM OPERATING ACTIVITIES:	
Net income	1,091
Adjustments to reconcile net income to net cash (used in) provided by	
operations:	
Depreciation and amortization expense	339
Changes in operating assets and liabilities:	
Accounts receivable, net	(2,114)
Other assets	(87)
Inventories, net	(294)
Accounts payable	230
Other liabilities	852
Net cash provided by operating activities	17
CASH FLOWS FROM INVESTING ACTIVITIES:	
Acquisition of property and equipment	(74)
Net cash used in investing activities	(74)
NET INCREASE IN CASH AND CASH EQUIVALENTS	
Net increase (decrease) in cash and cash equivalents	(57)
Cash and cash equivalents at the beginning of the period	339
CASH AND CASH EQUIVALENTS AT THE END OF PERIOD	\$ 282

March 21, 2018

#### PROJECT COMPLETION FORECAST CHARM.

Assuming the Certificate of Need (CON) approval becomes the final HSDA action on the date listed in Item 1. Below, indicate the number of days from the HSDA decision date to each phase of the completion forecast. NA

Phase	<u>Days</u> <u>Required</u>	Anticipated Date [Month/Year]
Initial HSDA decision date		June 27,2018
Architectural and engineering contract signed		
Construction documents approved by the Tennessee     Department of Health		
4. Construction contract signed		
5. Building permit secured		
6. Site preparation completed		
7. Building construction commenced		
8. Construction 40% complete		
9. Construction 80% complete		
10. Construction 100% complete (approved for occupancy		
11. *Issuance of License		July 2018
12. *Issuance of Service		August 2018
13. Final Architectural Certification of Payment		
14. Final Project Report Form submitted (Form HR0055)		

^{*}For projects that <u>DO NOT</u> involve construction or renovation, complete Items 11 & 12 only.

NOTE: If litigation occurs, the completion forecast will be adjusted at the time of the final determination to reflect the actual issue date

# STATE OF TULINOIS

#### **AFFIDAVIT**

Supplemental #1 March 21, 2018

3:05 P.M.

COUNTY OF LAKE

NAME OF FACILITY: OPTION CARE THOUSAND SERVICES LICE
Aba VANISTRBUT HC/OPTION CARE IN SERVICES

I, <u>Michael अमक्रोहरू</u>, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Signature/Title

witness my hand at office in the County of ________ , State of TLUNOUS

My commission expires <u>October</u>

"Official Seal" MARGARET A. KASE Notary Public, State of Illinois My Commission Expires 10/18/20

HF-0043

Revised 7/02

# Supplemental #2

Option Care Infusion Services, LLC d/b/a Vanderbilt HC/Options

CN1803-012

March 28, 2018 10:12 am



#### State of Tennessee Health Services and Development Agency

Andrew Jackson Building, 9th Floor, 502 Deaderick Street, Nashville, TN 37243

www.tn.gov/hsda Phone: 615-741-2364/Fax:615/532-9940

March 27, 2018

Julie Koenig/Meggie Orama VP of Operations/Nurse Manager Option Care Infusion Services, LLC d/b/a Vanderbilt HC/Options Care IV Services 624 Grassmere Park Drive, Suite 22 Nashville, TN 37211

RE: Certificate of Need Application CN1803-012

Option Care Infusion Services, LLC d/b/a Vanderbilt HC/Options Care IV

Services

Dear Ms. Koenig and Orama,

This will acknowledge our March 21, 2018 receipt of supplemental information to your application for a Certificate of Need for addition of 28 counties to an established home care organization limited to intravenous specialty care services. The principal office will be located at 624 Grassmere Park Dr., Suite 22, Nashville (Davidson County) Tennessee.

Several items were found which need clarification or additional discussion. Please review the list of questions below and address them as indicated. The questions have been keyed to the application form for your convenience. I should emphasize that an application cannot be deemed complete and the review cycle begun until all questions have been answered and furnished to this office.

<u>Please submit responses in triplicate by 12:00 p.m., Wednesday, March 28, 2018.</u> If the supplemental information requested in this letter is not submitted by or before this time, then consideration of this application may be delayed into a later review cycle.

March 28, 2018 10:12 am

#### 1. Section A, Project Details, Item 9

Is the applicant TennCare/Medicaid certified?

Does United Healthcare Community Plan contract with TennCare? Is this a TennCare plan or commercial insurance plan?

Does the applicant contract with any TennCare plans?

#### **RESPONSE:**

Option Care Home Infusion is not TennCare/Medicaid certified.

United Healthcare Community Plan is managed by United Healthcare commercial plan.

Option Care Home Infusion is not contracted with any TennCare plans. However, Our United Healthcare agreement covers both Commercial and TennCare members. We are contracted through United to support the TennCare program. Option Care is a preferred provider for United Healthcare.

# 2. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #1 Determination of Need

The referenced Attachment Section B, Need, Item 1.a. was not included. Please provide this information.

In your response please be sure to identify the gross need, projected patients to be served, and the net need or surplus in each of the counties within your proposed service area.

#### **RESPONSE:**

Refer to Attachment Section B, Need, Item 1.a.

Note this report identifies home health patients that received various therapies such as Physical Therapy, Speech Therapy, Occupational Therapy and Skilled Nursing Therapy. The Need for infusion therapy services is not separate.

# 3. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #5 Current Service Area Utilization

Your response to this item is noted but remains incomplete. The large majority of the agencies identified on the list of service area agencies provided in my last email do submit a Joint Annual Report. This includes agencies that do not have home offices in one of the proposed service area counties but are licensed to serve at least one of the service area counties.

Please provide information for all the home health agencies licensed to serve one or more of the proposed service area counties.

The utilization information provided should focus on reporting whether or not an agency provides infusion services and if they do, how many patients/visits/hours of service were provided.

Attachment Section B, Need, 1.a. Item #5

# 4. Section B, Need, Item 1.a. (Project Specific Criteria-Home Health Services) Item #9 Proposed Charges

Your response to this item is noted. Please provide charge or gross revenue/patient data for all home health agencies that provide infusion services.

Attachment Section B, Need, 1.a. Item #9

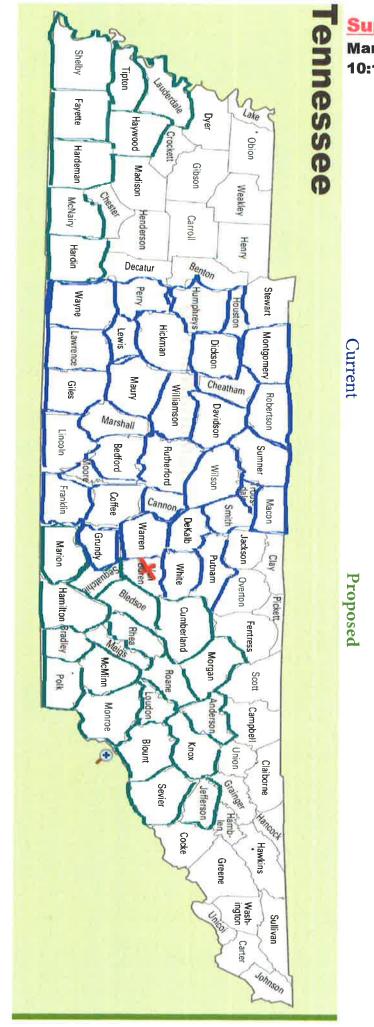
#### 5. Section B, Need, Item C.

The map submitted is noted. Please submit a revised map that clearly distinguishes the current counties served from the proposed counties.

#### 6. Section B, Need, Item D.

Please revise the chart in Attachment: D-1C of the original application to reflect 2018 as the current year and 2021 the projected year.

Attachment Section B, Need, Item D



### Supplemental #2

March 28, 2018 10:12 am

10:12 am

#### 7. Section B, Need, Item E

If three are any agencies added in your response to Question #3 above, be sure to include any home health agencies here that performed infusion services in 2017.

Agency	2015 Total Hours	2016 Total Hours	2017 Total Hours	'15-'17 % Change	2017 Infusion Hours	2017 Infusion Hours as a % of Total
Maxim Healthcare Services	177,274	166,081	176,315	-1%	117	0%
Coram CVS/Specialty Infusion Service	11	142	958	8609%	958	100%
Still Waters Home Health Agency	0	168	22,970	N/A	2	0%
TOTAL	177,285	166,391	200,243	13%	1,077	1%

#### 8. Section B, Economic Feasibility, Item E.3)

Your response to this item is noted. Please provide the charges, or if not available, the gross revenue per patient/visits/hours from the data on page 11 of the Home Health JAR for all home health agencies that performed infusion services in 2017.

Attachment Section B, Economic Feasibility, Item E.3)

#### 9. Section B, Economic Feasibility, Item F.3)

Please provide the calculations that lead to the capitalization ratio of 47.45%.

On page 7 of the original application, the applicant did not include a Medicare provider number and indicated that Medicare certification would not be sought. Please explain how the applicant can receive Medicare reimbursement that accounts for 70% of gross revenue when the applicant is not Medicare certified.

Attachment B, Economic Feasibility, Item F.3)

Option Care Infusion is not Medicare certified and will not seek Medicare certification for nursing services at this time. This information was provided to explain how nursing services are embedded in the reimbursement to our pharmacy department, covered under Medicare, to ensure support of the services provided by nursing.

March 28, 2018 10:12 am

#### 10. Proof of Publication

The referenced attachment referring to the removal of Van Buren County from the list of proposed counties was not included.

Attachment: Home Health Care Organizations

#### **RESPONSE:**

Note that Van Buren County has been removed from the proposed licensed county chart and all table calculations.

In accordance with Tennessee Code Annotated, §68-11-1607(c) (5), "...If an application is not deemed complete within sixty (60) days after written notification is given to the applicant by the agency staff that the application is deemed incomplete, the application shall be deemed void." For this application the sixtieth (60th) day after written notification is May 11, 2018. If this application is not deemed complete by this date, the application will be deemed void. Agency Rule 0720-10-.03(4) (d) (2) indicates that "Failure of the applicant to meet this deadline will result in the application being considered withdrawn and returned to the contact person. Re-submittal of the application must be accomplished in accordance with Rule 0720-10-.03 and requires an additional filing fee." Please note that supplemental information must be submitted timely for the application to be deemed complete prior to the beginning date of the review cycle which the applicant intends to enter, even if that time is less than the sixty (60) days allowed by the statute. The supplemental information must be submitted with the enclosed affidavit, which shall be executed and notarized; please attach the notarized affidavit to the supplemental information.

If all supplemental information is not received and the application officially deemed complete prior to the beginning of the <a href="next-review cycle">next-review cycle</a>, then consideration of the application could be delayed into a later review cycle. The review cycle for each application shall begin on the first day of the month after the application has been deemed complete by the staff of the Health Services and Development Agency.

Any communication regarding projects under consideration by the Health Services and Development Agency shall be in accordance with T.C.A. 3 68-11-1607(d):

(1) No communications are permitted with the members of the agency once the Letter of Intent initiating the application process is filed with the agency. Communications between agency members and agency staff shall not be

March 28, 2018 10:12 am

prohibited. Any communication received by an agency member from a person unrelated to the applicant or party opposing the application shall be reported to the Executive Director and a written summary of such communication shall be made part of the certificate of need file.

(2) All communications between the contact person or legal counsel for the applicant and the Executive Director or agency staff after an application is deemed complete and placed in the review cycle are prohibited unless submitted in writing or confirmed in writing and made part of the certificate of need application file. Communications for the purposes of clarification of facts and issues that may arise after an application has been deemed complete and initiated by the Executive Director or agency staff are not prohibited.

Should you have any questions or require additional information, please contact this office.

Sincerely,

Mark A. Farber Deputy Director ATTACHMENT SECTION B, NEED, ITEM 1.a. ITEM #1

#County	Total Population 2017	Need Estimate 2017	2016 Patients Served by Existing Agencies	Additional Need not Served
An <b>d</b> erson	78,026	1,170	2,669	(1.499)
Blesoe	13,333	200	382	(182
Blount	134,882	2,023	2.742	(719)
Braziles	106,600	1,599	2,606	(1.007
©ப்றிb <b>ள</b> land	62,847	943	1.711	(768)
Fawet®	45,626	684	753	(69)
Hamilton	359,331	5,390	6,723	(1.333)
Hademan	27,287	409	886	(477
Hardin	26,618	399	1,158	(759)
Haywood	18,348	275	538	(263)
Jefferson	56,406	846	1,675	(829)
Knox	472,075	7,081	8,230	(1,149
Lauderdale	28,799	432	923	(491
Loudon	55,192	828	1,690	(862)
McMinn	54,783	822	1,614	(792
McNairy	27,337	410	1,267	(857
Marion	29,649	445	589	(144)
Meigs	12,285	184	370	(186)
Monroe	48,511	728	1,440	(712)
Morgan	23,626	354	494	(140)
Polk	17,538	263	406	(143)
Khea	34,262	514	744	(230)
Roane	55,813	837	2,064	(1,227
Sequatchie	16,125	242	386	(144
Sevier	102,998	1,545	2,345	(800)
Shelby	964,804	14,472	17,150	(2,678)
lipton	68,247	1,024	1,348	(324)
State of TN Table	2,941,348	44,120	62,903	(18,783)
orate of TN Total	6,886,441	103,297	170,008	(66,711

Population data obtained from TN Department of Health population projections (https://www.tn.gov/health/health-program-areas/statistics/health-da Need estimated based on 1.5% of total population

Additional Need not Served represents patients that could be served in the future. Calculated as [Need Estimate 2017] [2016 Patients Served by Existing Agencies Patients served by existing agencies was obtained from the Report 6: Patient Origin by Base County in the 2016 JAR

This suggests the need estimate is extremely conservative

This Report of Need does not differentiate the need for infusion services.

March 28, 2018 10:12 am

ATTACHMENT SECTION B, NEED, 1.a. ITEM # 5

Home Health	Agencies License	ed to Serve Listed Counties			10	:12 an	1	
	1 .		k- 2:					1
i Į	3					Į		1
Agency County	i !	Agency	Туре	Total Patien ts	Total Visits	Infusi on Visits	Total Hours	Infusi on Hours
ES	× -		d = 					
								59

	<u>*</u>	1 1-1		₽"
Anderson	Clinch River Home Health	Home	No infusion services on 2017 JAR	-
Anderson	Home Option by Harden Health Care	, Home.	No infusion services on 2017 JAR	
Anderson	Professional Case Management of Te		No infusion services on 2017 JAR	
Blount	Blount Memorial Hospital Home Hea	Home	No infusion services on 2017 JAR	
Bradley	Family Home Care - Cleveland	Home	No infusion services on 2017 JAR	
Bradley	Home Health Care of East Tennessee,	Both	No infusion services on 2017 JAR	
Campbell	Sunbelt Homecare	Home	Not applicable in proposed project	
Claiborne	Suncrest Home Health & Hospice	Both	Not applicable in proposed project	
Clay	Cumberland River Homecare	Home	Not applicable in proposed project	
Cocke	Smoky Mountain Home Health & Hos	Both	Not applicable in proposed project	
Coffee	Suncrest Home Health	Home	Not applicable in proposed project	
Davidson	Adoration Home Health, LLC	Home	Not applicable in proposed project	
Davidson	Brookdale Home Health Nashville	Home	Not applicable in proposed project	
Davidson	Careall	Home	Not applicable in proposed project	
Davidson	CareAll Homecare Services	Home	Not applicable in proposed project	
Davidson	Coram CVS Specialty Infusion Services	Home i	Not applicable in proposed project	
Davidson	Elk Valley Health Services Inc	Home	Not applicable in proposed project	
Davidson	Home Care Solutions, Inc	Home	Not applicable in proposed project	
Davidson	Optum Women's and Children's Heal	Home	Not applicable in proposed project	
Davidson	Pentec Health	Home	Not applicable in proposed project	
Decatur	Tennessee Quality Homecare - South	Home 1	Not applicable in proposed project	
Decatur	Volunteer Homecare of West Tenness	Home	Not applicable in proposed project	,
Fayette	NHC Homecare	Home	No infusion services on 2017 JAR	
Fayette	Where The Heart Is	Home	No infusion services on 2017 JAR	
Fentress	Quality Home Health	Home	Not applicable in proposed project	
Fentress	Quality Private Duty Care	Home	Not applicable in proposed project	
	Amedisys Home Care	Home	Not applicable in proposed project	
Franklin	Encompass Home Health of Tennesse	Home	Not applicable in proposed project	
7	Amedisys Home Health Care	Home	Not applicable in proposed project	
Hamblen	Premier Support Services, Inc	Home	Not applicable in proposed project	

#### March 28, 2018

100	77 15 517 5 21 1111 111	-	
Hamblen	Univ. of TN Med. Ctr Home Health/Ho	Both	Not applicable in proposed project
Hamilton	Amedisys Home Health	Home	No infusion services on 2017 JAR
Hamilton	I M CK I I I I I I I I I I I I I I I I I I	Home	No infusion services on 2017 JAR
Hamilton	Continucare Healthservices, Inc I	Home	The entire of the second of th
Hamilton	Erlanger Continucare Home Health	Home	No infusion services on 2017 JAR
Hamilton	Guardian Home Care, LLC	Home.	The state of the s
Hamilton	Home Care Solutions	Home	No infusion services on 2017 JAR
Hamilton	Kindred at Home	Home	No infusion services on 2017 JAR
Hamilton	Maxim Healthcare Services	Home	113 515 82 176315 117
Hamilton	NHC Homecare	Home	No infusion services on 2017 JAR
Hamilton	Optum Women's and Children's Heal	Home	No infusion services on 2017 JAR
Hamilton	Tennessee Home Health	Home	No infusion services on 2017 JAR
Hardin	Deaconess Homecare	Home	No infusion services on 2017 JAR
Hardin	Hardin Medical Center Home Health	Home	No infusion services on 2017 JAR
Haywood	Careall Homecare Services	Home	No infusion services on 2017 JAR
Knox	Amedisys Home Health Care	Home	No infusion services on 2017 JAR
Knox	Camellia Home Health of East Tennes	Home	No infusion services on 2017 JAR
Knox	Careall Home Care Services	Home	No infusion services on 2017 JAR
Knox	Coram CVS/Specialty Infusion Service	Home	No infusion services on 2017 JAR
Knox	Covenant Homecare	Both	No infusion services on 2017 JAR
Knox	East Tennessee Children's Hospital Ho	Home	No infusion services on 2017 JAR
Knox	Implanted Pump Management	Home	No infusion services on 2017 JAR
Knox	Kindred at Home	Home ]	No infusion services on 2017 JAR
Knox	Maxim Healthcare Services, Inc	Home	No infusion services on 2017 JAR
Knox	NHC Homecare	Home	No infusion services on 2017 JAR
Knox	Tennova Healthcare Home Health	Home	No infusion services on 2017 JAR
Knox	UTMCK-Home Care Services: Hospice	Both	No infusion services on 2017 JAR
Lincoln	Deaconess Homecare	Home [	Not applicable in proposed project
Madison	Amedisys Home Health Care	Home	Not applicable in proposed project
Madison	Extendicare Home Health of West Ter	Home	Not applicable in proposed project
Madison	Intrepid USA Healthcare Services	Home	Not applicable in proposed project
Madison	Medical Center Home Health	Home	Not applicable in proposed project
Madison	Tennova Home Health - Jackson	Home :	Not applicable in proposed project
Maury	NHC Homecare	Home	Not applicable in proposed project
McMinn	NHC Homecare	Home	No infusion services on 2017 JAR
Monroe	Intrepid USA Healthcare Services	Home	No infusion services on 2017 JAR
Monroe	Sweetwater Hospital Home Health	Home	No infusion services on 2017 JAR
Other	Magnolia Regional Health Care Home	Both	Not applicable in proposed project
Other	Professional Home Health Care Agenc	Home	Not applicable in proposed project
Overton	Amedisys Home Health	Home	Not applicable in proposed project
Putnam		Home	Not applicable in proposed project
Putnam		Home	Not applicable in proposed project
Rutherford	Amedisys Home Health Care	Home	Not applicable in proposed project
Rutherford	NHC Homecare	Home	Not applicable in proposed project
Scott	Deaconess Homecare	Home	Not applicable in proposed project

#### March 28, 2018

Shelby	Accredo Health Group, Inc	Home	No infusion ser 105 2 2017 JAR
Shelby	Amedisys Home Care	Home	No infusion services on 2017 JAR
Shelby	Amedisys Home Health Care	Home	No infusion services on 2017 JAR
Shelby	Amedisys Tennessee, LLC	Home	No infusion services on 2017 JAR
Shelby	Americare Home Health Agency, Inc	Home	No infusion services on 2017 JAR
Shelby	AxelaCare Health Solutions	Home	No infusion services on 2017 JAR
Shelby	Baptist Home Care and Hospice	Home	No infusion services on 2017 JAR
Shelby	Baptist Trinity Home Care - Private Pa	Home	No infusion services on 2017 JAR
Shelby	Best Nurses, Inc.	Home	No infusion services on 2017 JAR
Shelby	Coram CVS/Specialty Infusion Service	Home	35 263 263 958 958
Shelby	Functional Independence Home Care,	Home	No infusion services on 2017 JAR
Shelby	Hemophilia Preferred Care of Memph	Home	No infusion services on 2017 JAR
Shelby	Home Health Care of West Tennessee	Home	No infusion services on 2017 JAR
Shelby	Homechoice Health Services	Home .	No infusion services on 2017 JAR
Shelby	Intrepid USA Healthcare Services	Home	No infusion services on 2017 JAR
Shelby	Maxim Healthcare Services, Inc.	Home	No infusion services on 2017 JAR
Shelby	Meritan, Inc.	Home	No infusion services on 2017 JAR
Shelby	Methodist Alliance Home Care	Home	No infusion services on 2017 JAR
Shelby	No Place Like Home, Inc	Home	No infusion services on 2017 JAR
Shelby	Optum Women's and Children's Heal	Home	No infusion services on 2017 JAR
Shelby	Quality Home Health Service	Home	No infusion services on 2017 JAR
Shelby	Still Waters Home Health Agency	Home	701 17129 2 22970 2
Shelby	Willowbrook Visiting Nurse Association	Home ;	Not applicable in proposed project
Warren	Careall Home Care Services	Home	Not applicable in proposed project
Warren	Friendship Home Health, Inc.	Home	Not applicable in proposed project
Warren	Intrepid USA Healthcare Services	Home	Not applicable in proposed project
Wilson	Deaconess Homecare I	Home	Not applicable in proposed project
The Number	er of Licensed Home Health Agencies	102	•

ATTACHMENT SECTION B, NEED, 1.a. ITEM # 9

. Attachmen Section B, Need, Irem #2 Item #9
March 28, 2018

### 10:12 am

#### PROPOSED

Health Statistics ID	Agency County	Agency	Туре	Infusion Services Provided Per 2017 JAR	Gross Revenue / Patient
33433	Hamilton	Maxim Healthcare Services, Inc	Home	40vs> 2hrs/84 hours 42vs<2hrs/33 hrs	\$120/aver age charge
		\$120/average charge per infusion vs		113 patients/515 vs/176,315 total hours	per infusion vs
		\$30/average charge per infusion hour		6,00,4439 Gross Revenue includes skilled	
				nursing visits and home health aide services	
79556	Shelby	Coram CVS Specialty Infusion Services	Home	145vs> 2hrs /188 hrs 118 vs<2 hrs/770 hrs	\$ 2,311.57
*>				35 patients/263 visits/958 hours	
				Gross Revenue \$80,905	
79526	Shelby	Still Waters Home Health Agency	Home	2 vs< 2hrs	\$ 1,830.64
		\$110/average charg	e per infusion	701 patients/17,129vs/22, 970 total hours	
				1,283,276 Gross Revenue includes home	
				health aide services, medical social worker,	
				Physical therapy, Speech therapy	

Bedford

**20**Cheatham March 28, 2 10212 am Gree **&** Cannon

## AGENCY

**AGENCY COUNTY** 

**INFUSION SERVICES PROVIDED PER 2017 JAR** 

No Infusion Reported on JAR

Suncrest Home Health Gentiva Home Health No counties reporting No counties reporting Tennova Home Health

Adoration Home Health

Continuous Care Services, LLC CareAll-Davidson Brookdale Home Health Nashville Coram Specialty Infusion Services Amedysis Home Health Services Amedysis Home Care-Davidson Alere Womens & Childrens Health

Home Health Care of Middle TN Friendship Home Healthcare, Inc Gentiva Home Health- Davidson Elk Valley health Services, Inc

Home Care Solutions-Davidson

Vanderbilt Affiliated/Walgreens **Vanderbilt Home Care Services** Vanderbilt Comm & Home Services Suncrest Home Health Premiere Home Health, Inc. Maxim Healthcare Services, Inc. Intrepid USA Healthcare Services Innovative Sr. Care HH of Nashville

1505 visits/296 patients

No infusion Reported on JAR Average charge per visit \$150 64 visits < 2hrs /93 hours No infusion Reported on JAR No infusion Reported on JAR No infusion Reported on JAR

3visits<2hrs/4 hrs 294 visits>2hrs/1510 hrs

No infusion Reported on JAR \$6,516,442 Gross Revenue all inclusive 1475 pts/43,615 visits inclusive of all therapies 14 vs > 2 hrs/9hrs 21,723,246 Gross Revenue all inclusive 2647 patients/37440 visits inclusive all therapies 119visits< 2hrs No infusion Reported on JAR No infusion Reported on JAR No infusion Reported on JAR 35 patients Gross Revenue \$70,915

#### Supplemental

DeKalb

# Dickson

No agencies Reporting

**CareSouth HHA Holdings** 

Amedysis Home Health Services

Franklin Giles

Houston Hickman

Grundy

Lawrence

Lincoln

Macon

Marshall

Maury

Lewis

Humphreys

No agencies Reporting

St Thomas Home Health No agencies Reporting No agencies Reporting

No agencies Reporting

No agencies Reporting

Deaconess Home Care No agencies Reporting

No agencies Reporting Lincoln Medical Home Health

No agencies Reporting NHC HomeCare

2897pts/76067 visits all inclusive all therapies

200vs>2hrs

Suncrest Home Health of Nashville No agencies Reporting Home Care-Montgomery Tennova Home Health-Clarksville Intrepid USA Healthcare Services Highland Rim Home Health Agency No agencies Reporting

Perry Moore

Putnam

Robertson

**NHC HomeCare** 

Montgomery

Suncrest Home Health Willowbrook Home Health Care

No infusion Reported on JAR 14vs<2hrs Average charge per visit \$120

5047 ps/79,715 visits inclusive all therapies 101,263 hrs

\$5,367,277 Gross Revenue all inclusive

No infusion Reported on JAR No infusion Reported on JAR

No infusion Reported on JAR

No infusion Reported on JAR No infusion Reported on JAR

\$14,200,206 Gross Revenue all inclusive No infusion Reported on JAR No infusion Reported on JAR

CareAll Home Care Services Regional Home Services

Maury Quality First Home Care

No infusion Reported on JAR No infusion Reported on JAR No infusion Reported on JAR

Wilson	White Williamson	Smith Sumner Trousdale Warren	Rutherford
Deaconess Home Care American National Home Health Gentiva Health Services	No agencies Reporting  No agencies Reporting  Guardian Home Care of Nashville  Health At Home	No agencies Reporting Highpoint Home Care No agencies Reporting Intrepid USA Healthcare Services CareAll Home Care Services Friendship Home Healthcare, Inc	Lifeline Home Health Care NHC HomeCare Amedysis Home Health Amedysis Home Health Care
7686 pts/20526 hrs all inclusive of all therapies \$654,303 Gross Revenue all therapies No infusion Reported on JAR No infusion Reported on JAR No infusion Reported on JAR	No infusion Reported on JAR 63vs<2hrs	No infusion Reported on JAR	No infusion Reported on JAR No infusion Reported on JAR No infusion Reported on JAR No infusion Reported on JAR

#### Supplemental #2

March 28, 2018 10:12 am

### ATTACHMENT SECTION B, NEED, ITEM D

																										10	177	2 a	ım	
Tennessee	Service Area Total	Tipton	Shelby	Sevier	Sequatchie	Roane	Rhea	Polk	Morgan	Monroe	Meigs	Marion	McNairy	McMinn	Loudon	Lauderdale	Knox	Jefferson	Haywood	Hardin	Hardeman	Hamilton	Fayette	Cumberland	Bradley	Blount	Bledsoe	Anderson	Demographic Variable/ Geographic Area	
6 960 524	2,967,448	69,239	970,212	104,829	16,399	55,990	34,582	17,627	23,848	49,048	12,345	29,810	27,486	55,100	56,118	28,930	477,780	57,073	18,274	26,680	27,284	362,471	46,608	63,778	107,651	136,505	13,394	78,387	Total Population- 2018	
7 188 358	3,042,946	72,169	985,379	110,270	17,206	56,678	35,529	17,899	24,498	50,698	12,614	30,277	27,898	56,019	58,798	29,300	494,035	59,005	18,048	26,824	27,274	371,713	49,321	66,447	110,730	141,326	13,594	79,397	Total Population- 2021	Depa
33%	2.5%	4.2%	1.6%	5.2%	4.9%	1.2%	2.7%	1.5%	2.7%	3.4%	2.2%	1.6%	1.5%	1.7%	4.8%	1.3%	3.4%	3.4%	-1.2%	0.5%	0.0%	2.5%	5.8%	4.2%	2.9%	3.5%	1.5%	1.3%	Total Population- % Change	artment o
5 784 586	2,453,355	59,273	844,823	83,593	12,863	42,485	27,523	13,745	19,581	37,658	9,438	23,315	21,526	43,306	39,614	24,606	402,294	44,714	14,931	20,343	22,395	297,270	36,723	42,268	88,578	108,041	10,595	61,854	Target Population- 2018	Department of Health/Health Statistics
5 873 555	2,469,713	60,666	845,184	86,021	13,124	41,611	27,709	13,666	19,765	37,782	9,305	22,955	21,390	42,986	40,159	24,623	410,428	45,183	14,309	19,963	22,002	299,722	37,487	42,551	89,708	109,456	10,543	61,415	Target Population- 2021	h Statistics
1 5%	0.7%	2.4%	0.0%	2.9%	2.0%	-2.1%	0.7%	-0.6%	0.9%	0.3%	-1.4%	-1.5%	-0.6%	-0.7%	1.4%	0.1%	2.0%	1.0%	-4.2%	-1.9%	-1.8%	0.8%	2.1%	0.7%	1.3%	1.3%	-0.5%	-0.7%	Target Population- % Change	
81.7%	81.2%	84.1%	85.8%	78.0%	76.3%	73.4%	78.0%	76.4%	80.7%	74.5%	73.8%	75.8%	76.7%	76.7%	68.3%	84.0%	83.1%	76.6%	79.3%	74.4%	80.7%	80.6%	76.0%	64.0%	81.0%	77.4%	77.6%	77.4%	Target Population Projected Year as % of Total	
39	42	37	35	42	43	46	40	45	41	43	44	43	43	43	47	38	37	43	40	45	40	39	44	50	39	43	43	43	Median Age	
\$ 46 574	\$ 42,377	\$ 54,650	\$ 46,854	\$ 42,586	\$ 46,541	\$ 42,299	\$ 38,355	\$ 41,520	\$ 39,728	\$ 37,054	\$ 35,209	\$ 41,477	\$ 31,956	\$ 38,661	\$ 52,995	\$ 32,353	\$ 50,366	\$ 43,673	\$ 35,094	\$ 37,244	\$ 33,566	\$ 49,434	\$ 55,972	\$ 40,123	\$ 43,721	\$ 49,532	\$ 38,535	\$ 44,241	Median Household Income	Bureau of the Census
1.184.468	535,684	9,418	206,468	15,759	2,596	9,042	7,846	3,122	5,576	9,314	2,310	5,693	6,315	10,683	7,451	7,113	76,476	8,574	3.853	5,909	6,467	53,181	6,844	10,056	19,614	18,344	3,160	13,420	Person Below Poverty Level	he Census
17.2	18.2	13.8	21.4	15.3	16.1	16.2	22.9	17.8	23.6	19.2	18.8	19.2	23.1	19.5	13.5	24.7	16.2	15.2	21	22.2	23.7	14.8	15	16	18.4	13.6	23.7	17.2	Person Below Poverty Level as % of Total	
1.463.403	645,742	13,427	254,065	21,173	3,834	11,715	9,108	4,147	4,673	11,649	3,222	7,031	7,307	12,861	9,416	7,780	78,560	12,625	5,527	7,341	6,990	67,257	7,002	12,851	22,637	22,686	3,099	16,372	TennCare Enrollees	TennCare
21.3%	21.9%	19.7%	26.3%	20.6%	23.8%	21.0%	26.6%	23.6%	19.8%	24.0%	26.2%	23.7%	26.7%	23.5%	17.1%	27.0%	16.6%	22.4%	30.1%	27.6%	25.6%	18.7%	15.3%	20.4%	21.2%	16.8%	23.2%	21.0%	TennCare Enrollees as % of Total Population	ro'

### ATTACHMENT SECTION B, ECONOMIC FEASIBILITY, ITEM E.3)

Attachment Section B, Economic Feasibility, Item E.3)

							Su	[qi		en	ne	nt	al	#	‡ <b>2</b>
Home Health Aide Services Home Mealth Aide Services Homemaker Services Medical Social Services Occupational Therapy Physical Therapy Skilled Nursing Care Infusion Nursing Greater than 2 Hours Infusion Nursing Less than 2 Hours Speech Therapy Other		Year 2017	Total	Other	Speech Therapy	Infusion Nursing less than 2 hours	In Sion Nursing Greater than 2 hours	Skilled Nursing Care	Phosical Therapy	(A) Ceupational Therapy	Medical Social Services	Homemaker Services	Home Health Aide Services	Discipline	33433 - Maxim Healthcare Services, Inc
a dents	•	Sch					HV								vices, Inc
VISITS  26  22  42	Other	Schedule D - Finances (continued)	113					84						Patients Visits	
49 31		(continued)	515	ī	¥	42	40	433	1	Ï	ř	ij.	T.	Visits	
6.103.5			176315	)•	ı	33	84	145,611	į	ï	Ę	6	30,587	Hours G	
Revenue Percent			6004439											Gross Revenue	
Percentage of Total		33433 - Maxim Healthcare Services	9 100				8	e ⁱ						Percentage of Total	

Discipline
Home Health Alde Services
Home Mealth Alde Services
Medical Social Services
Medical Social Services
Occupational Therapy
Physical Therapy
Skilled Mursing Care
Infusion Nursing Less than 2 Hours
Infusion Nursing Less than 2 Hours
Speech Therapy
Other

Patients

Total All Revenue Sources VESITS

Gross Revenue

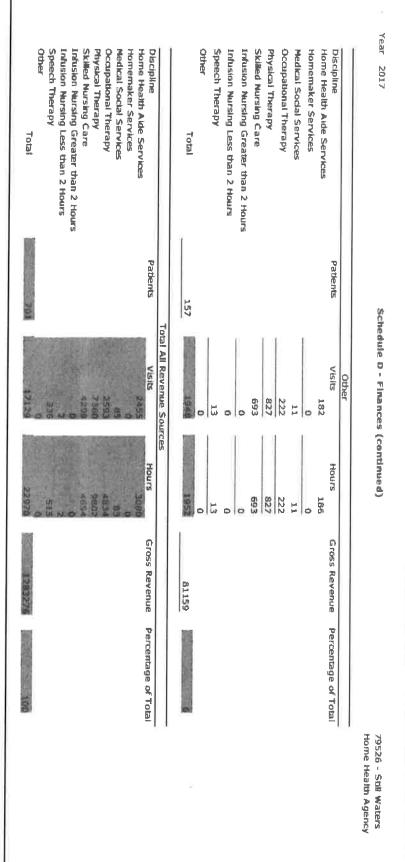
Percentage of Total

15740

[65]

79566 - Coram CVS Specialty Infusion Services	nfusion Serv					
Discipline		Patients Visits		Hours Gross F	Gross Revenue P	Percentage of Total
Home Health Aide Services	•		T)			
<b>2</b> omemaker Services			ī	8		
Redical Social Services			ī	×		
Occupational Therapy			ī	Ä		
Thyacal Therapy			OUC	31		
Skillad Nursing Care			t;	ř.		¥
<b>க்</b> fu <b>த்</b> on Nursing Greater than 2 hours			145	188		
Afusion Nursing less than 2 hours			118	770		
Speech Therapy			j.	()		
Other			1902	(1)		
Total		35	263	958	80905	100
Year 2017	Sch	Schedule D - Finances (continued)	(continued)			79556 - Coram CVS/Speciality Infusion Service
Direction of the control of the cont	1	Other			П	
Home Health Alde Services Homemaker Services		V IS	Hours	Gross Revenue	e Percentage of Total	of Total
Medical Social Services Occupational Therapy						
Physical Therapy Skilled Mursing Care						
Infusion Nursing Greater than 2 Hours						
Infusion Mursing Less than 2 Hours Speech Therapy						
Öther						
Total		0	0			
Discipline	Patiente	Total All Revenue Sources	ces		П	
Home Health Aide Services		0	0		o recently	SICE
Homemaker Services		0				
Occupational Therapy						
Physical Therapy			0			
Infusion Nursing Greater than 2 Hours		145	0			
Infusion Nursing Less than 2 Hours		20 C C C C C C C C C C C C C C C C C C C	770			
Other		0.00				
Q	TOTAL STREET, 35	269	958	80905		100

79526 - Still Waters Home Health Agency	gency					
Discipline	Patients Visits	Visits	Hours (	Hours Gross Revenue	Percentage of Total	
Home Health Aide Services		2,455	3,080	•	,	
momemaker Services		я	•			
Redical Social Services		85	83			
Occupational Therapy		2,593	4,834			
Physical Therapy	•	7,360	9,802			
Skillad Nursing Care		4,298	4,654		i	
<b>க</b> ர் <b>த</b> on Nursing Greater than 2 hours		a	jř			
र्क्तfusion Nursing less than 2 hours		2	2			
Speech Therapy		336	515			
Other		ĸ	R			
Total	701	17129	22970	1283276	100	
Year 2017	Schedule D - Finances (continued)	es (continued)			79526 - Still Waters Home Health Agency	
	Other					
	Patients Visits	Hours	Gross Re	Venue	Percentage of Total	
Home Health Aide Services	182		186			
Homemaker Services	0		٥			
Medical Social Services	11		11			
Occupational Thomas						



	שכוופטטופ ס - רון	nances			Health
0	Total Cost	0			
Yes o No C					
7	Medicare Certified Ho	me Care Organizatio	ח	Private Dut	Company
Charge Per	Charge Per	Charge Per	Charge Per	Average	Average
Visit -	Visit -	Episode of Care -	Episode of Care -	Charge Per	Charge Per
Direct Only	Direct & Indirect	Direct Only	Direct & Indirect	Visit	Hour
61	48	64	64	25	21
0	0	0	0	20	20
147	128	227	227	0	0
114	98	156	156	0	0
120	100	155	155	0	0
121	99	142	142	77	34
0	0	0	0	0	0
0	0	0	0	150	75
128	78	169	169	0	0
	No (*) arge Per Visit - Visit - 61	No 7 arge Per Visit - Visit - 0 147 114 120 121 121 128	No (*) arge Per Visit - Visit - 61	No C  Medicare Certified Home Care Organization Charge Per Charge Per Charge Per Visit - Visit - Episode of Care - 1 ect Only Direct & Indirect Direct Only 61 48 64 0 0 0 0 147 128 227 114 98 156 120 100 155 121 99 142 0 0 0 0 128 78 169	No C

3. Patients Served and Gross Revenue by Revenue Source:

Year 2017

Schedule D - Finances (continued)

		Other			
Discipline	Patients	Visits	Hours	Gross Revenue	Percentage of Total
Home Health Aide Services					ı
Homemaker Services					
Medical Social Services					
Occupational Therapy					
Physical Therapy					
Skilled Nursing Care .				*	
Infusion Nursing Greater than 2 Hours					
Infusion Nursing Less than 2 Hours					
Speech Therapy					
Other					
Total			0		0
		Total All Revenue Sources	urces		
Discipline Home Health Aide Services	Patients	Visits	Hours	Gross Revenue	Percentage of Total
Homemaker Services		0.0			
Occupational Therapy		0	0		
Physical Therapy Skilled Nursing Care		0	00		
Infusion Nursing Greater than 2 Hours		294	1510		
Infusion Nursing Less than 2 Hours		63	4		
Speech Therapy		0	0		
Other		0	0		
Total	35	707			

19734 - Coram CVS Speciality Infusion Services

Year 2017

	34.000.00	446184	37440	2647	Total
	20	332839 0 0 288	15145 0 119 1972		Skilled Nursing Care Infusion Nursing Greater than 2 Hours Infusion Nursing Less than 2 Hours Speech Therapy Other
		0.0	4935 14263		Occupational Therapy Physical Therapy
		21637	320		Homemaker Services  Medical Social Services
Percentage of Total	Gross Revenue	Hours	Visits	Patients	Discipline
		ırces	Total All Revenue Sources		
0		0	0		Total
					Other
					Speech Therapy
					Infusion Nursing Less than 2 Hours
					Infusion Nursing Greater than 2 Hours
					Skilled Nursing Care
					Physical Therapy
					Occupational Therapy
					Medical Social Services
					Homemaker Services
					Home Health Aide Services
Percentage of Total	Gross Revenue	Hours	Visits	Patients	Discipline
			Other		

Schedule D - Finances (continued)

19584 - Home Health Care of Middle Tennessee, LLC

Year 2017

Discipline

	Schedule D - Finances (continued)	
	•	
	Gi.	
Solutions	19544 - 1	

Infusion Nursing Greater than 2 Hours Patients Visits Other 141 105 Hours 111 87 28 Gross Revenue Percentage of Total 56927

Infusion Nursing Less than 2 Hours

Speech Therapy

Total

Skilled Nursing Care

Physical Therapy Occupational Therapy Medical Social Services Homemaker Services Home Health Aide Services

Infusion Nursing Less than 2 Hours Speech Therapy

Total

43618

38570

6516442

1928

Infusion Nursing Greater than 2 Hours

Occupational Therapy

Medical Social Services Home Health Aide Services

Homemaker Services

Discipline

Patients

Total All Revenue Sources

Visits

Hours

Gross Revenue Percentage of Total

426

Physical Therapy Skilled Nursing Care

18073 5203

15185

582 4210

16731

Home Care

Year 2017

Schedule D - Finances (continued)

21024 - Suncrest Home Health

e
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2
01

Skilled Nursing Care

Physical Therapy Occupational Therapy Homemaker Services

Medical Social Services

Discipline

Speech Therapy

Total

Schedule D - Finances (continued)	

Other

Infusion Nursing Greater than 2 Hours Infusion Nursing Less than 2 Hours Speech Therapy Other Infusion Nursing Less than 2 Hours Infusion Nursing Greater than 2 Hours Home Health Aide Services Home Health Aide Services Patients Patients 23 Total All Revenue Sources Visits Visits 24867 6090 382 8 Hours Hours Gross Revenue Gross Revenue 14200206 45961 Percentage of Total Percentage of Total

Skilled Nursing Care

Total

Physical Therapy

Occupational Therapy

Medical Social Services

Homemaker Services

Discipline

60024 - NHC Homecare

### Supplemental #2 March 28, 2018 10:12 am

94094 - Health at Home

Year 2017	Sch	Schedule D - Finances (continued)	(continued)		::
		Other			
Discipline	Patients	Visits	Hours	Gross Revenue	Percentage of Total
Homemaker Services					
Medical Social Services					
Occupational Therapy					
Physical Therapy					
Skilled Nursing Care					
Infusion Nursing Greater than 2 Hours					
Infusion Nursing Less than 2 Hours					
Speech Therapy					
Other					
Total		0	0		0
		otal All Revenue Sources	rces		
Discipline	Patients	Visits	Hours	Gross Revenue	Percentage of Total
Home Health Aide Services		6415	20344		
Homemaker Services		0	0		
Medical Social Services		0	0		
Occupational Therapy		132	0		
Physical Therapy		417	0		
Skilled Nursing Care		659	182		
Infusion Nursing Greater than 2 Hours		0	0		
Infusion Nursing Less than 2 Hours		63	0		
Speech Therapy		0	0		
Other		0	0		
Total	7686	7686	20526	654303	100

## ATTACHMENT SECTION B, ECONOMIC FEASIBILITY, ITEM F.3)

#### Supplemental #2

#### March 28, 2018

#### 10:12 am

Section B, Economic Feasibility, Item F.3)

Below is an excerpt from our consolidated financial statements and I show the computation at the bottom. It is our long term debt of \$536,196K divided by our long term debt plus net equity of \$1,130,076K (\$536,196K+\$593,880K). Again, this is from Option Care's consolidated unaudited financial statement. If you need this ratio for some further subset or specific group/company please let me know.

NONCURRENT LIABILITIES:		
Long term debt, net of discount and deferred financing costs	12	536,196
Deferred income taxes		51,582
Other noncurrent liabilities		577
Total noncurrent liabilities		588,355
Total liabilities		844,485
COMMITMENTS AND CONTINGENCIES (See Note 15)	\ <u></u>	
SHAREHOLDER'S EQUITY:		
Common stock, \$0.01 par value;		
1,000 shares authorized, issued, and outstanding		~
Paid-in capital		617,288
Accumulated deficit		(23,502)
Accumulated other comprehensive income	7	94
Total shareholder's equity	·	593,880
TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY	\$	1,438,365
	•	
The notes to consolidated financial statements are an integral part of these s	tatements.	
Long Term Debt		536,196
Long Term Debt + Net Equity:		1,130,076
Ratio:		47.45%

Supplemental #2

March 28, 2018 10:12 am

#### **HOME HEALTH CARE ORGANIZATIONS**

11. Home Health Care Organizations – Home Health Agency, Hospice Agency (excluded Residential Hospice), identify the following by checking all that apply: March 28, 2018

10:12 am

Existing   Licensed   County   County							IV. IZ all	
County	化化性 格格拉	Existing	Parent		新春秋春香 新			Proposed
Anderson	ATTENDED TO	1		1	Description of the Street			
Bedford   S	A THE REAL PROPERTY OF							County
Benton								X
Bledsoe								
Blount								
Bradley								
Campbell								X
Cannon								X
Carroll								X
Carter						X		
Cheatham								
Chester					Marion			X
Claiborne		X			Marshall	X		
Clay					Maury	X		
Clay	Claiborne				Meigs			
Cocke	Clay				Monroe			
Coffee	Cocke				Montgomery			
Crockett         □         □         Morgan         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □	Coffee	区						
Cumberland	Crockett							
Davidson   X	Cumberland							
Decatur			区					
DeKalb         ☒         ☐         Pickett         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☐         ☒         ☐         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☒         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         <								
Dickson								
Dyer         □         □         Putnam         □         □           Fayette         □         □         X         Rhea         □         □         X           Fentress         □         □         Roane         □         □         X           Franklin         □         □         Robertson         □         □         □         X           Franklin         □         □         Rutherford         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □								
Fayette								
Fentress								
Franklin								
Gibson         □         □         Rutherford         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □         □								
Giles         ☒         ☐         Scott         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐         ☐								
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<u>AFFIDAVIT</u>

Supplemental #2 March 28, 2018 10:12 am

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

NAME OF FACILITY: Optioncare Infusion Services

I, Stephanie Fritz, after first being duly sworn, state under oath that I am the applicant named in this Certificate of Need application or the lawful agent thereof, that I have reviewed all of the supplemental information submitted herewith, and that it is true, accurate, and complete.

Signature/Title Serior Director of Operations

Sworn to and subscribed before me, a Notary Public, this the 38 7th day of Mitted, 2018, witness my hand at office in the County of WILL amount, State of Tennessee.

NOTARY PUBLIC

My commission expires Safrander 30, 2019

HF-0043

Revised 7/02

STATE
OF
TENNESSEE
NOTARY
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